

**CONTRACT NAME: AGREEMENT BETWEEN PERFECT
PIXEL PHOTO BOOTH AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract between Perfect Pixel Photo Booth and DJUSD is to provide photo booth services for the Davis Senior High Winter Ball on December 5, 2015.

The cost of the service is \$624. There will be no impact to the general fund. The costs will be paid from site associated student body funds.

Perfect Pixel Photo Booth - SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Perfect Pixel Photo Booth (Provider) and **Davis Senior High School ASB** (Client) the parties, for photo booth services for an event taking place at **Davis Senior High School 315 West 14th street Davis, CA 95616**. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

SERVICE PERIOD

The Service Period will be from these times: 9pm to 1am on Saturday December 5, 2015. Provider agrees to have a Perfect Pixel Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

PAYMENT

A non-refundable reservation fee in the amount of \$300 or the entire balance, whichever is less, is due upon signing of this contract. The remaining Amount is due 30 days in advance of Client's Event. If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the following rates: \$150 per hour Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$50.00 fee for any and all returned checks which Client may write to Provider as payment for any service by Provider or rental of Provider's equipment.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. (8' deep x 6' wide x 6' high). Client is responsible for providing power within 25 ft. for the Photo Booth. (110V, 10 amps, 3 prong outlet). Client is responsible for providing a clear path for to the final setup location with minimal elevation changes and no steps or stairs.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the nonrefundable reservation fee shall be forfeited and event cancelled. If event is cancelled for any reason, the non-refundable reservation fee is forfeited.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

INDEMNIFICATION

Client agrees to, and understands the following:

- a) Client will indemnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client.
- b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the Perfect Pixel Photo Booth, its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Perfect Pixel Photo Booth** the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless Perfect Pixel Photo Booth, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. If you do not agree circle no: NO

Insurance Provisions

Client shall, at it's expense, procure and maintain any insurance on all operations relating to products and services provided by Perfect Pixel Photo Booth in amounts acceptable by the venue. Perfect Pixel Photo Booth can provide this insurance upon request at an additional cost.

MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use. If no service is received, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement. Perfect Pixel Photo Booth shall not be held responsible for delays in the Delivery Date and time due to any Force Majeure occurrence. The term "Force Majeure" shall mean acts of God, strikes, lockouts, industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage of or accident to machinery or equipment, and any other cause, whether of the kind enumerated or otherwise, that is not within the reasonable control of Perfect Pixel Photo Booth and that, by the exercise of due diligence, Perfect Pixel Photo Booth was unable to overcome.

Client Contact Information

Name: Davis Senior High School ASB

Company (optional) N/A

Address: 315 West 14th street
City, State, Zip: Davis, CA, 95616

Type of Event: School Dance

Phone numbers: Anthony Vasquez (adult advisor): (714) 679-5648 Anika Kingsley (student Rep): (530)219-9345

E-mail address: Anthony Vasquez: avasquez@djusd.net Anika Kingsley: atk1228@aol.com

Venue Information

Name: Davis Senior High School

Address: 315 West 14th street
City, State, Zip: Davis, CA 95616

Contact & Phone No. day of the event: Anthony Vasquez (adult advisor): (714) 679-5648 Anika Kingsley (student Rep): (530)219-9345

INVOICE

Item Cost Qty Total

1x Pop Up Group Aura Photo Booth – 4hrs. @ \$599 9pm to 1am on Saturday December 5, 2015

Prop Closet - \$60

Email, text upload option - \$25 (Real time if wifi available)

Do you want your photos hosted in an online album on our website? NO

Do you want your photos hosted in an online album on our Facebook for easier tagging and sharing? NO

~~Additional hours 0 @\$200/hr.~~

~~Idle Hours 0 @\$30/half hour~~

Travel Fee - none

What do you want your photos to say? **Davis High School Winter Ball**

How many guests do you anticipate will be at the event? 300

What time do you want the booth set up? 8:30pm

Is the event formal, semi-formal or informal? **Formal**

Method of payment? (check or credit card) **Check**

Total \$624

Sales Tax \$53.04

Balance Due \$677.04

Client Signature: _____ **Date** _____

Provider Signature *Perfect Pixel Photo Booth* **Date** 11/1/15

Please mail or e-mail completed contract within 5 business days. If you have any questions feel free to contact us. Thank you for your business.

Perfect Pixel Photo Booth

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