



This contract is between **TOO CANDID** and the client as detailed below,

Name: _____

Address: _____

Email: _____

1. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject matter. Each party acknowledges that in entering into this agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

2. A Summary of the Contract

TOO CANDID is responsible for providing for the client a phototainment service and products as detailed in section 3 ('coverage'). The client undertakes to engage **TOO CANDID** for this coverage for the price as detailed in section 4.

3. The Coverage

Coverage will be provided by **TOO CANDID** as follows,

Date: _____

Hours: _____

Location: _____

Services included: _____

4. Operation

There is a possibility of booth down time at your event in order for **TOO CANDID** to change necessary operating media (changing photo paper, adjusting camera, adjusting lighting, adjusting printer, changing toner, etc) and is expected to take approximately 5-15 minutes. This time is figured into the total rental period and will not be credited to client.

5. Forced Idle Time

If **TOO CANDID** cannot remove photo booth from the event at the conclusion of the contracted time, the client will be billed at the standard idle time of \$100.00 per hour till the booth can be removed without affecting the event in a negative manner.

6. Regular Idle Time

An example of Idle Hours is when the booth is booked for 4 hours, where the booth is operational from 5pm-6pm and 7pm-10pm. The booth will be Idle/Closed (at the client's request) from 6pm-7pm. This is usually for meals or speeches. Provider will arrive 60-90 minutes prior to the service start time and depart 30-60 minutes after the service end time. If TOO CANDID will be required to arrive or depart outside of these windows, then idle hours will be charged at the rate of \$50.00 per hour. Example: Client is having wedding ceremony in same location as reception and Client wants booth setup prior to ceremony.

If the Client requests additional rental time that exceeds the service period agreed to in the contract, the overage in rental time will be billed at the hourly rate of \$100.00 per hour. TOO CANDID will attempt to accommodate Client requests for additional hours. If accommodations can be made to extend the rental service time, payment for extra rental time must be paid before additional hours are provided.

7. Additional Expenses (Travel Fee/Parking)

Travel expenses such as parking, permits, shipping, or destination fees must be reimbursed to TOO CANDID and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. Travel costs are covered in any package up to a 50-mile radius from zip code 30036 and 28216. The mileage over 50 miles is \$1.50 per mile.

8. Access, Space, & Power for Photo Booth

Client will arrange for an appropriate space for the photo booth at event's venue. The photo booth requires a floor space of at least 6' x 15' x 8'. Client is responsible for ensuring power is available for the photo booth. The photo booth requires a 110V, 10 amps, 3 prong outlet from a reliable power source within 50 feet (along a wall or safe path) of the setup area. The circuit must be free of all other connected loads. Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the Client. The Client shall provide crowd control if warranted and furnish TOO CANDID with directions to unique event locations. Client shall provide TOO CANDID with safe and appropriate working conditions.

9. Outdoor Photo Booths

If you choose to place the photo booth outdoors, we must be in a spot that is:

- a) Totally dry; due to electrical equipment
- b) Must be on paved or grassy surface (no dirt); the color printers won't operate if it's too cold, too hot, or full of dirt.
- c) Protected from extremes of wind, heat and cold, and direct sunlight but not too dark

If the client cannot put TOO CANDID someplace that fits these specifications, TOO CANDID may not be able to operate. If conditions change and become unsafe for an attendant or equipment during an event and a different location at the venue cannot be secured, TOO CANDID reserves the right to cancel remaining service time. No refunds will be given in such case.

10. Date Changes and Cancellations

Any request for a date change must be made in writing at least 14 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 deposit shall be forfeited. Any cancellation occurring less than 14 days prior to the event date shall forfeit all payments received. The cancellation conditions above will apply for postponed events if **TOO CANDID** is not able to re-schedule for the new date and time.

The fee for postponed event is subject to change. It may happen that an event on location be rescheduled due to unfavorable weather conditions, in which the event the deposit will be transferred. The option to reschedule a date is valid up to (1) one year.

11. Payment

The client will pay **TOO CANDID** a total fee of _____ subject to the following terms: 25% or \$175.00 non-refundable deposit (whichever is higher) of _____ and payment of _____ due no later than seven (7) days prior to the event date.

Method of Payment (please circle): * please contact us for alternative payment methods.

VISA MASTERCARD AMERICAN EXPRESS DISCOVER
CASH APP PAYPAL APPLE PAY VENMO

Credit Card Number: _____

Expiration Date: _____

Name of Card Holder: _____

Authorized Signature: _____

A non-refundable deposit in the amount of \$175.00 or 25% (whichever is higher) is due upon signing of this contract. The event is only reserved after receipt of this deposit. The remaining amount is due (7) seven days prior to the client’s event. If the balance has not been submitted by the appropriate date, the client may be subject to a 10% late penalty fee or **TOO CANDID** reserves the right to cancel the event with no refunds of deposit.

Client assumes responsibility for all collection costs and legal fees incurred by **TOO CANDID** in the event of enforcement of this contract, if it becomes necessary.

Any additional payments for albums and other services are to be made when the initial order is placed. Prices for orders placed over one year after the date of the event may be subject to change. This includes orders included in the initial event package.

12. Gratuity

TOO CANDID does not charge gratuity and **TOO CANDID** never assume that we can put out a TIP JAR, but at several events our guests and clients have asked us “Where is your Tip Jar?” Please let us know if you approve of a Tip Jar for your event.

____ YES, you may use a Tip Jar

____ NO, you may not use a Tip Jar

13. Copyright

TOO CANDID always retains the entire copyright of the photographs throughout the world. Where a disc of photographs (digital image files) has been provided as part of the event package, these photographs may be printed, and displayed online, for personal but not commercial use.

TOO CANDID retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting work or any other use.

14. Archival Release

TOO CANDID is under no obligation to retain the digital image files.

15. Responsible Person

The client shall designate a responsible person in charge as outline in the entirety of this agreement.

16. Limitation of liability

In the unlikely event of a total photographic failure, act of God or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photograph for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

17. Damage to Provider's Equipment

Client acknowledges that it shall be responsible for any damage or loss to **TOO CANDID's** Equipment caused by any misuse or theft of **TOO CANDID's** Equipment by Client or its guests (invited or uninvited). Client acknowledges **TOO CANDID** shall have the right to decline service to a client's guests for any misuse, inappropriate photos, or unruly behavior. **TOO CANDID** reserves the right to immediately disrupt service without a refund if the attendant(s) are harassed, threatened, or abused by guest or equipment is damaged by a guest and not repairable on site.

18. Event Food Service

A light meal is required for events over 6 hours for **TOO CANDID** employees. If no meal is provided, it is understood that employees may leave the event to purchase a meal. For events up to and past eight (8) hours a full course meal is required. If no meal is provided, it is understood that the photographer will leave the event to purchase a meal.

Will the attendants be welcome to eat the venue provided meal?

YES, the attendants may eat at our event

NO, Please take an intermission to leave the premises to eat

19. Harassment

Ensuring the appropriate behavior of all guests and other persons at the event shall be the responsibility of the client. In the event **TOO CANDID** employees experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to the responsible person of the client; second offense: the offending person will be required to leave the event; third offense: **TOO CANDID** will end event coverage immediately and leave the event, **TOO CANDID** shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold **TOO CANDID** harmless as a result of an incomplete event.

TOO CANDID kindly asks that you get in touch with us two weeks prior to the date of your event. The purpose is to touch base and go over last-minute details of the event. **TOO CANDID** will make every effort to contact you, but it is ultimately the clients' responsibility to contact **TOO CANDID** to confirm all events and times. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

20. Children Under 12

Children love our photo booths, and we love making everyone happy. In some cases, however, we may decide to enforce our "children under 12" policy in an effort to maintain order in and around the photo booth. The "children under 12" policy states that Children under the age of 12 will not be permitted to use the photo booth without an adult present. The adult does not need to be in the photo with the child/children, but they must be supervising. **TOO CANDID** rarely has to enforce this policy.

21. Dress.

If the client has any requests , other than the typical **TOO CANDID** attire, please indicate in writing. Not all requests are practical (example: Ugly Sweater Party outdoors in August) and some request might incur additional costs (formal tuxedos, specialty costumes). Typical attire for **TOO CANDID** is black bottoms and a polo shirt with the **TOO CANDID** logo.

22. Wifi Access

Wifi is needed to ensure photos are sent to participants at the time of the event. If the wifi name and password are not provided, there is no guarantee the participants will receive the photos at the time of the event. The pictures will be sent within 24 hours, if a wifi name and code are not provided.

Name of Wifi : _____

Wifi password: _____

23. Force Majeure

If **TOO CANDID** or its assigns cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, acts of God, including but not limited to , road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then **TOO CANDID** shall return any monies paid by the client, less the deposit fees and expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that **TOO CANDID** materials are damaged, lost through camera malfunction, or otherwise lost or damaged without the fault on the part of **TOO CANDID**. (Also refer to Section 10)

24. Photo Design

TOO CANDID will customize your photo layout to match the theme of your event. TOO CANDID will allow for up to 3 revisions of your layout. After the 3rd revision, a fee of \$15/revision will be billed. Traditionally, we have room for 2 lines of text. Please tell us what you'd like the footer of your photos to say.

Line 1: _____

Line 2: _____

We can modify the layout if you wish to include graphics, logos, more text, etc. If you have any other input on your photo layout, please tell us what you would like.

The undersigned hereby acknowledge that they have received, read, and understand all the above:

Client Printed Name

Date

Client Signature

TOO CANDID Rep