

MITDJ PHOTOBOOTHS CONTRACT



PLEASE SIGN AND RETURN TO

photobooth@mitdj.com

OR

MITDJ Photobooths

PO Box 6346

Grand Rapids, MI 49516

Customer Information:

Name Of Both:

Email:

Phone:

Address:

Event Information:

Event Type:

Date:

Location:

Number Of Guests:

Start and End Times:

Type Of Booth:

OPEN AIR

PHOTOBOOTH 360

MIRROR

Photobooth Cost:

Terms and Conditions

1. A \$200.00 non-refundable security deposit is required when booking your event. This deposit is deducted from your total event cost and will show in your invoice statement. In consideration of the payment by the Purchaser as well as the various promises and the agreements set forth below, the Parties agree and intend to be legally bound as follows:
2. MITDJ Photobooths, LLC shall provide your hours of service as placed in the contract at the location given on the contract.
3. MITDJ Photobooths, LLC shall be provided and accepted on the following date and time of the engagement as given on the contract.
4. MITDJ Photobooths, LLC shall, at all times, have unmitigated control of its Photobooth Services.
5. In the event that additional hours of Photobooth Services are requested after the finish time this agreement is executed, and MITDJ Photobooths, LLC accepts said request, additional Photobooth Services will be charged at the rate of \$175.00 per hour, payable the day of the engagement. The parties understand and agree that it may not always be possible to provide additional performance time; MITDJ Photobooths, LLC is under no obligation to accept an offer to purchase additional hours of Photobooth Services.

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, transportation issues, riots, strikes, epidemics, pandemics, any random acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by MITDJ Photobooths, LLC to make it to the event or find replacement entertainment at the agreed upon fees. Should MITDJ Photobooths, LLC be unable to procure a replacement, Purchaser shall receive a full refund.

It is understood that if this is a "Rain or Shine" event; MITDJ Photobooths, LLC compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The Photobooth Host reserves the right, in goodfaith, to stop or cancel the performance should the weather pose a potential danger to them, the equipment, or audience.

Every effort will be made to continue the performance. However, safety is paramount in all decisions. The Photobooth Host's compensation will not beaffected by such cancellation.

No Photobooth Services, or any portion of the performance at the engagement, shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with MITDJ Photobooths, LLC relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

Purchaser(s) agree that MITDJ Photobooths, LLC liability shall not be liable in any amount of damage which exceeds the performance fees recited above. Further, the Purchaser(s) agree that MITDJ Photobooths, LLC shall not be liable for indirect or consequential damages arising from any breach of contract.

It is understood that if MITDJ Photobooths, LLC subcontracts services for your event and any liability issues or breach of this contract occurs, the subcontractor is the responsible party. MITDJ Photobooths, LLC is not responsible for the subcontracted services provided, equipment, or performance of services. Any and all issues, court costs, attorney fees and legal damages are the responsibility of the subcontractor, not MITDJ Photobooths, LLC.

The Purchaser(s) and Photobooth servicer agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation inwriting. In the event of cancellation by the Purchaser(s) within 60 days of the their event date, the Purchaser(s) shall pay the amount of \$300.00 as liquidated damages, plus a reasonable attorney's fee. If the Purchaser(s) cancel the event within 30 days of the set event date, the Purchaser(s) shall pay the DJ servicer the total agreed amount set forth on the contract as liquidated damages, lose their security deposit,plus a reasonable attorney's fee.

It is further agreed that the Purchaser shall be liable for any and all injury or damage to the Photobooth Host, or property of the MITDJ Photobooths, LLC, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any otherparty in attendance, whether invited or not.

In the event of circumstances deemed to present a threat or implied threat of injury or harm MITDJ Photobooths, LLC staff or any equipment in MITDJ Photobooths, LLC possession, MITDJ Photobooths, LLC reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes, MITDJ Photobooths, LLC shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether MITDJ Photobooths, LLC resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, MITDJ Photobooths, LLC reserves the right to deny any guest access to the photobooth or other equipment.

Purchaser shall provide MITDJ Photobooths, LLC with safe and appropriate working conditions. This includes a 8-foot by 8-foot area for setup, space for setting up the Photobooth equipment and extra necessities. MITDJ Photobooths, LLC requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 25 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the Photobooth equipment due to improper power is the responsibility of the purchaser.

In the event of non-payment, MITDJ Photobooths, LLC retains the right to attempt collection through the courts. Purchaser agreesto be held responsible for all court costs, legal fees, and collection costs incurred by MITDJ Photobooths, LLC. Purchaser shall be charged \$30 for each returned check. It is agreed that Michigan law shall control all aspects of this Agreement.

Purchasers agree to make all necessary arrangements to provide the Photobooth Host with access to the event venue not less than 1 hour before theengagement and 45 minutes after the engagement for setup and takedown. MITDJ Photobooths, LLC also requests ramp or elevator access between the parking/service entrance and the setup area.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18 years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

This document, together with any attachments initialed by the parties, shall constitute THE ENTIRE AGREEMENT of the parties. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable as to both parties.

Again, this document contains the ENTIRE AGREEMENT BETWEEN THE PARTIES and no statement, promises, or inducements made by any party hereto, or agent or representative of either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of Michigan shall govern this agreement. In the event that legal proceedings are initiated by either party, it is agreed that proper venue shall be in Kent County.

Purchaser(s) agree to indemnify, defend, assume liability for and hold MITDJ Photobooths, LLC harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to MITDJ Photobooths, LLC performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser(s) may not transfer or assign this contract to another party without the prior written consent of MITDJ Photobooths, LLC. THE PARTIES acknowledge that they have read the above Agreement in its entirety, understand all of its terms and conditions, have had an opportunity to review the same with legal counsel, and agree to abide by the terms of this agreement of his/her own free will and consent

BY TYPING YOU ARE SIGNING

Agreed:

Client Signature

Date:

Agreed:

MITDJ Photobooths, LLC

Date: