



**EVENT INFO**

Event Date: \_\_\_\_\_ Begin Time: \_\_\_\_\_ Location: \_\_\_\_\_

Location Address: \_\_\_\_\_

**CLIENT INFORMATION**

Name \_\_\_\_\_ Fiancée (if applicable) \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**RATES AND ADDITIONAL CHARGES**

4 hours of MyLivePhotos.com \$850.00 (includes \$300 non-refundable deposit)

Additional hours needed (@ \$100/hour) none

Fuel surcharge none

Other Fees or Services none

**SUB TOTAL \$850.00**

**PLEASE CHECK**

\_\_\_ Color Free

\_\_\_ 1 Extra Flash Drive \$10.00

\_\_\_ 6 Extra Flash Drives \$50.00

\_\_\_ Custom URL for Photo Gallery \$25.00

\_\_\_ Custom Vintage Backdrop \$50.00

\_\_\_ Custom Watermark \$50.00

\_\_\_ Stick Props \$50.00

\_\_\_ Custom handouts printed for your event \$150.00

**TOTAL AMOUNT DUE** \_\_\_\_\_

## **MyLivePhotos.com EVENT AND SERVICE CONTRACT**

The following contract and its terms will set forth an agreement between MyLivePhotos.com and SkyRocket Creative Studio (Providers) and \_\_\_\_\_ (Client) for *live photo entertainment services* for an event taking place at [LOCATION] \_\_\_\_\_.

### **SERVICE PERIOD**

The Service Period will be from these times: [TIMES] \_\_\_\_\_ on [DATE] \_\_\_\_\_ . Provider agrees to have a *MyLivePhotos.com Machine* operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the *MyLivePhotos.com Machine*.

### **PAYMENT**

A non-refundable deposit in the amount of \$300 is due upon signing of this contract. The remaining amount is due 30 days in advance of Client's Event. 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 *MyLivePhotos.com Machine* at event's venue. (minimum space of 10' deep x 10' wide x 10' high). Client is responsible for providing power for the *MyLivePhotos.com Machine*. (110V, 10 amps, 3 prong outlet and no more than 50 feet from provided area).

### **SETUP TIME AND ARRIVAL**

This agreement guarantees that MyLivePhotos.com will be ready to perform at the start time of the engagement. No guarantee is made as to MyLivePhotos.com time of arrival; however, MyLivePhotos.com requests that they be permitted 90 minutes before the engagement and 60 minutes after the engagement for setup and takedown.

### **COPY OF PHOTOS ON DVD/USB DRIVE**

MyLivePhotos.com will provide a DVD or USB Drive at the end of the event, if we are unable to give DVD/USB Drive to Client (because client leaves before event is over, or client is unavailable to give DVD/USB Drive to MyLivePhotos.com will mail DVD/USB Drive to Client at address provided on top of contract. It's up to client to provide alternative address if address at top of contract isn't correct.

### **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 *MyLivePhotos.com Machine* availability and receipt of a new Service Contract. If there is no

availability for the alternate date, the deposit shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received. Cancellations made prior to 30 days will forfeit their deposit.

#### **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 *MyLivePhotos.com Machine* its representatives, employees or affiliates at Client's event.

**MODEL RELEASE OPTION PLEASE CIRCLE ONE. YES I agree to the model release below or NO I do not agree. We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy.**

Client agrees to, and understands the following: All guests using the photo booth hereby give to MyLivePhotos.com The right and permission to copyright and use, photographic portraits or pictures of any *MyLivePhotos.com Machine* 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 MyLivePhotos.com and SkyRocket Creative Studio, 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.

#### **PRIVACY OF PHOTOS**

With understanding that all photos will be uploaded to the MyLivePhotos.com website Client may choose to password protect all photos from public viewing. If Client decides to have event photos password protected they accept all responsibility to inform guests of the password and info on how to download free copies of their photos. If you would like to have a password please write password here \_\_\_\_\_.

#### **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 *MyLivePhotos.com Machine* for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. 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

By executing this contract as Purchaser, the person executing said contract, has agreed that he or she is eighteen (18) years of age, and he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

MyLivePhotos.com Representative Signature:  \_\_\_\_\_ Date: \_\_\_\_\_