

KREATIVE ICONS 360 PHOTO BOOTH CONTRACT

I. **THE EVENTS.** This Photo Booth Contract ("Agreement") made on _____, 2023 is by and between:

Photo Booth Provider: KREATIVE ICONS LLC, with a mailing address of 1341 W. MOCKINGBIRD LN #600W DALLAS, TX 75247 ("Provider"), and

Client: _____
with a mailing address of ("Client"). _____

The Provider and the Client are each referred to herein as a
"_____" and collectively as the "Events."

II. **PHOTO BOOTH.** The Provider agrees to lease the following to the Client:
KREATIVE ICONS LLC 360 Photo Booth stand, delivery & set up and break down by attendant, unlimited HD slow motion video captures, custom overlay template, choice of 1 song for your video, Ipad sharing station, red carpet, and props for event

Hereinafter known as the "Photo Booth."

III. **EVENT INFORMATION.** The Provider shall provide The 360 Experience Photo Booth for the following:

Event Location: _____
Event Date: _____
Event Time: _____

Hereinafter known as the "Event" and the Provider will arrive before the event time to set up KREATIVE ICONS 360 Experience Photo Booth.

IV. **PAYMENT.** The Client shall pay a total of _____ ("Rent Amount") for the rental of the Photo Booth for the duration of the Event. The Rental Amount shall be paid as follows:

a. Deposit. As part of this Agreement, the Client is: (check one)

☒ - Required to pay a deposit in the amount of _____ that must be paid by _____ ("Deposit"). The Deposit shall be credited and deducted from the Rental Amount. **Said Deposit shall not be refunded under any circumstances unless KREATIVE ICONS LLC has to cancel.**

- b. Balance. The balance of the Rental Amount, less any Deposit, is due at the time of the Event ("Balance Due Date"). Once the Balance Due Date has passed, any amount paid by the Client will become non-refundable and the Provider shall have no obligations to perform under this Agreement.
- c. Overage. Any overage in time will be billed at the rate of \$100/hour. Payment for any overage in time must be paid before additional hours will be provided. If the Event ends earlier than expected, no refund will be given.
- d. Returned Checks. The Client will be under obligation to pay **\$100.00** for each returned check the Client has written for the purposes of the above-listed payments.
- e. Date Changes. Any date change request must be made in writing at least 7 days in advance of the Event. The possibility of a given date change is subject to availability and the receipt of a new agreement to replace this Agreement. Both Parties must consent to such date change.
- f. Rights to Photos. Rights to any and all media taken and generated by the Photo Booth shall be the property of: (check one)
- ☒ - The Client. The Provider grants permission to use any and all media generated by the Photo Booth through the course of the Event for any purpose, including promotional purposes, waiving any claim to libel, invasion of privacy, or similar perceived damages.
- ☐ - The Provider. At the sole decision of the Provider, they shall decide to offer the media generated by the Photo Booth available to the Client for purchase, on a license basis, or any other agreed-upon terms.
- g. Taxes. All applicable taxes will be applied and made known at the time of signing.
- h. Photo Booth Failure. Should the Provider fail to provide a fully operational Photo Booth for the Event, the Client's only remedy will be a full refund. In such event, the Client waives any claim on further consequential damages

or liability. If only partial services can be provided due to conditions beyond the reasonable control of the Provider, the payments shall be negotiated at that time on a prorated basis.

V. TERMS AND CONDITIONS. The Provider and the Client agree to the following Terms and Conditions:

- a. Operations. The Provider will deliver, set up, and remove KREATIVE ICONS LLC 360 Photo Booth from the Event's location. The Provider agrees to have a qualified technician onsite to maintain and operate the Photo Booth.
- b. Space and Placement. The Client will arrange for appropriate space and access for KREATIVE ICONS LLC 360 Photo Booth at the Event's venue along with necessary power. The Provider shall provide specifics related to space, shelter, power, and whatever else is deemed necessary must be met for the setup conditions to be considered adequately met.
- c. Damage to Equipment. The Client will be responsible for any damage or loss to the Provider's equipment due to misuse by the Client or any guest of the Client and in the case of theft or damage (due, but not limited, to fire, flood, or earthquake). Client is responsible for payment of any and ALL damages of the 360 photo booth equipment, including and not limited to the machine, platform, props, Ipad, mobile phone, lights, cables, tables and any other attachments and electronic equipments. If the Provider judges the weather during the course of the Event to be inclement and thus unsafe, they reserve the right to cease operations for the safety of the equipment and of the Event's attendees, in which case no refund will be given.
- d. Liability and Indemnification. The Provider will not be liable for direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Agreement and the services provided. The Client will indemnify and hold harmless the Provider and all technicians who are independent contractors working with the Provider at the time against all liability related to the Event from its date and into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Provider or its employees, agents, or subcontractors.

VI. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws located in the State where the Event is taking place.

VII. ADDITIONAL TERMS & CONDITIONS. The Provider will allow unlimited videos generated by KREATIVE ICONS LLC 360 Photo Booth.

VIII. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

IX. **EXECUTION.** The Provider and the Client each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on the date mentioned below.

Provider's Signature: _____ **Date:** _____, 2023

Print Name: **Cebrinn R Hill** (KREATIVE ICONS LLC)

Client's Signature: _____ **Date:** _____, 2023

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