



Service Contract

SAMPLE

Sample contract for reference. Fields shown in **[brackets]** are completed with your event details when you book.

The following contract and its terms will set forth a legally binding agreement between

Flashbulb Memories, LLC (d.b.a.) Flashbulb Memories Photo Booth (Provider)

Email: info@flashbulbphotobooth.com

and **[Client Name]** (Client), for photo services for an event taking place at

[Event Venue Address].

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: **[Event Start Date & Time]** to **[Event End Date & Time]**.

PAYMENT

[Payment schedule for your booking, as listed on your invoice]

Upon payment of the invoice, Client assumes full responsibility for package/options selected, and any requests to change service or add-on options will require full payment be made in the case of a balance difference. The initial invoice payment is non-refundable. Any additional payment(s) not made as part of the initial payment but made within 60-days of Client's event is also non-refundable. Invoice balances under \$5,000 may be paid online by credit card fee-free. Invoice balances over this amount must be paid using ACH, Wire, or Check, or will be subject to (2.9%) credit card processing fee.

If Client requests the rental for a time period in excess of the service period agreed to in the invoice, the overage in rental time will be billed to Client following the event. Payment for any overage in time must be paid before any images are made available for viewing. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$75.00 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.

TRAVEL

Provider will travel up to 40 miles from its nearest site location free of charge. Any additional travel beyond this distance, including destinations outside of Provider's service location will be subject to charges that will be present on Client's invoice prior to booking. For full list of locations serviced please see flashbulbphotobooth.com/locations.

PREPARATION (SPACE, POWER, INTERNET, AND ACCESS)

Client will arrange for an appropriate space for the photo booth at the event's venue. Minimum space requirements by popular experiences are as follows (measurements rounded up to nearest foot):

EXPERIENCE	MINIMUM SPACE
Photo Booth & Glam Booth	(8W × 8L × 8H)
AI Photo Booth	(3W × 4L × 7H)
360 Video Booth	(9W × 9L × 8H)
Selfie Station	(6W × 7L × 7H)
Booth by Flashbulb	(8W × 4L × 8H)
Green Screen or AI Background Removal	(8W × 9L × 8H)
Trading Card Booth	(3W × 4L × 7H) + (3W × 2L × 7H)

If the Client is unable to accommodate the minimum space requirements above, Client understands that features may be unavailable, including but not limited to: social media sharing station, overhead flash, additional lighting, backdrop, etc.

Power Requirements: Client is responsible for providing power for the photo booth (standard 120V, 15 amps, 3-prong outlet), as well as any extension cords needed to reach the booth location beyond 15 ft, and any cord covers needed when being used outdoors on turf/grass/rock where gaff tape is inadequate for securing cords. If Client wishes to use the photo booth outside, the equipment must be operated with zero chance of rain or wind, and the temperature must remain between 47°F – 89°F for the event's duration. The Client agrees to provide a tent or covered/shaded area with dry, level ground, as the equipment cannot be placed in direct sunlight or on uneven surfaces. If a tent is required, Provider charges an additional fee for a 10' × 10' canopy tent. Should weather conditions become unsuitable during the event, Provider will be required to stop all operations and pack up or move equipment, with no rain checks or refunds provided.

Internet Requirements: If the Client purchases features that require internet (e.g., text message sharing, background removal, AI FX, email, slideshows), Client is responsible for providing a wireless internet connection at the venue. Internet speed/quality may impact the availability of certain features and speed at which photos can be shared or processed, so it is recommended to ensure reliable and high-speed internet access.

If the quote includes internet as part of a package (e.g., a booth equipped with a wireless hotspot or cellular signal), it is provided only as a backup option to the local internet. Due to factors such as venue signal interference, being out of range outdoors, or other limitations, this should not be relied upon as the primary internet source. For tradeshow, the Client must purchase internet access directly from the tradeshow provider, as wireless hotspots or free venue Wi-Fi are generally unreliable. The Client understands and assumes these risks when using these backup options.

Venue Readiness (Tradeshows, Conferences, and Exhibitions): For tradeshow, conference, and exhibition events, Client is responsible for ensuring the booth space is fully ready at Provider's scheduled arrival time, and agrees to schedule that arrival time accordingly. "Ready" means the booth space is built and accessible, flooring and furnishings are installed, working power is available at the booth, and any purchased internet service is active.

If Provider arrives and setup cannot begin for reasons outside of Provider's control, including but not limited to incomplete booth construction, unavailable power or internet, restricted dock or show floor access, or pending approvals from show management, Client will be charged a waiting fee of \$125.00 per hour, billed in half-hour increments beginning thirty minutes after Provider's scheduled arrival time. Provider is not obligated to remain

onsite while these items are completed and may depart and return at a later time in order to fulfill other event commitments. Any reduction in the Service Period resulting from such a delay is not the responsibility of Provider, and no refund or credit will be issued for service time lost. Waiting fees will be billed following the event and must be paid before any images are made available for viewing.

INSURANCE & LIABILITY COVERAGE

Provider carries a standard General Liability policy with an aggregate limit of \$2 million and a per-occurrence limit of \$1 million, including state-required Workers Comp with up to \$1 million in coverage. Any coverages required in excess of these amounts cannot be guaranteed and may be subject to additional fees, including but not limited to (Umbrella Policies; Primary/Non-Contributory Endorsement; Waiver of Subrogation Endorsement; Multiple Covered Parties; etc.). Any request for a certificate of insurance (COI) must be made at least 2-weeks prior to your event date to guarantee timely delivery. Building and Venue requirements for COI requests are strictly the responsibility of the Client. No refunds will be provided should Provider be unable to meet Client, Building, or Venue's coverage requirements after signing this agreement. If you are unsure of which requirements you need, check with your Venue or Building contacts. For Provider's current coverages, please visit <https://flashbulbphotobooth.com/legal/>

DATE CHANGE AND CANCELLATIONS

Any request for a date change must be made in writing (via mail or email) at least sixty days in advance of the original event date. If an alternate date is not selected, any payments received will be issued as a credit on Client's account to be used within 12 months of the original event date or forfeited. Any date change is subject to future availability and receipt of a new Service Contract. In the event of a price increase on any booked services, Client will be responsible for paying the difference of the amount credited and Provider's then-current rates. Should the newly chosen date be unavailable, Client will be given the option to choose an additional alternate date based on Provider's availability. If the newly chosen or alternate date does not work for either the Client or Provider, any payments received shall be forfeited, and the remaining terms of this agreement may be severed. Any cancellation occurring within sixty days prior to the event date shall forfeit all payments received.

COVID-19 & PANDEMIC PROVISIONS

In the event of COVID-19 or any other pandemic, the following provisions will apply only if certain conditions are met: 1) There must be an active pandemic as defined by WHO. 2) There must be an active government restriction in place affecting the location & date of the booked event, that makes it impossible to provide service. In the case such conditions exist, Client will be granted one date change per the terms included above, with no minimum notice required. Should the newly selected date be unavailable, Client will be given the option to choose an alternate date. If the newly chosen or alternate date does not work for either the Client or Provider, Client will be issued a refund on any balance paid beyond the initial 50% (except any amounts used for prepaid work including custom graphics, design, print work, taxes paid, administration, employee costs, etc.), and the remaining terms of this agreement may be severed.

PHOTO RELEASE AGREEMENT

All photos or videos produced during the engagement are owned by the Provider. However, the Client is granted a perpetual, non-exclusive, royalty-free license to use, reproduce, and distribute the photos for their intended personal or business purposes. No formal acknowledgment or permission from the Provider is required for the Client's use of these photos. Both parties acknowledge the following:

All guests participating in the photo sessions provide implicit consent for their likenesses to be captured and used. The Provider may use these photographic portraits, pictures, and/or videos, whether in whole or in part, across

various media now known or developed in the future, for their professional portfolio, and promotional purposes.

Both the Provider and the Client mutually release and agree to hold each other harmless from any potential liabilities arising from the taking, processing, or publication of said photos or videos, excluding gross negligence or intentional misconduct. This includes any claims that might arise concerning the use of the likeness of any guest, including but not limited to claims of libel or invasion of privacy.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be held completely responsible for any damage or theft of Provider's equipment caused by any misuse or neglect by Client, Client's guests, or other parties present during the event.

MISC 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 severable 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 the agreed upon photo experience for at least 95% 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 signing this form, I acknowledge that I have read, understand, and accept the terms of this service contract.

CLIENT SIGNATURE

DATE

PRINTED NAME