

THE PARTY TECHNICIAN

PHOTO BOOTH SERVICE AGREEMENT

[Without prejudice to rights]

Please complete and mail to thepartytechnician@yahoo.com with as much information as possible. This form will give us a detailed breakdown of your event and needs required. Please initial at the bottom right hand corner of each page and sign in full on the last page.

Client Name and Surname : _____

Client Identity number (or passport) : _____

Type of event : (Wedding/Birthday party/Corporate/other) : _____

Event Date: _____

Photo Booth Start and Finish Time: _____

Venue: _____

Venue Physical Address: _____

Venue Phone Number: _____

Venue Email: _____

Event Planner: _____

Planner Name and Surname: _____

Planner Cell: _____

Planner Email: _____

THE PARTY TECHNICIAN

Photo Booth Package Selected: _____

Person responsible for payment: _____

ID Number: _____

Cell Number: _____

Phone Number: _____

Email: _____

Only complete the following information if the event is a wedding :

Bride's Name and Surname: _____

Bride's Phone Number: _____

Alternative Number on Wedding Day: _____

Bride's Email: _____

Groom's Name and Surname: _____

Groom's Phone Number: _____

Alternative Number on Wedding Day: _____

Groom's Email: _____

THE PARTY TECHNICIAN

TERMS & CONDITIONS

Please make sure that you read and understand everything before signing.

1. DEFINITIONS

For the purpose of this agreement, "Photo Booth" shall refer to "THE PARTY TECHNICIAN – PHOTO BOOTH" and/or Photo Booth assistant(s) / attendant(s) appointed by THE PARTY TECHNICIAN. This agreement deemed as accepted when payment of the deposit fee is made. The due performance of the agreement is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by THE PARTY TECHNICIAN in writing.

2. FEES AND PAYMENT

A 50% booking fee is required in advance upon booking THE PARTY TECHNICIAN's PHOTO BOOTH services. The booking will only be secured when the full booking fee has been received. The booking fee is non-refundable in case of cancellation or date change by the client, to secure the PHOTO BOOTH services for the day, and is to be paid immediately to book the date. The amount still outstanding must be paid within 7 days prior to the date of the event. Upgrade of packages and extras are payable at the time of ordering.

Should the client wish to have THE PARTY TECHNICIAN's PHOTO BOOTH set up on a location which requires a permit or additional fees for using the location, it will be the responsibility of the client. The packages offered by THE PARTY TECHNICIAN does not provide for such expenses.

Only payments by EFT or cash deposit will be accepted. (Preferably EFT)

3. CANCELLATION

If alterations are made to the booking by the client(s) once details have been confirmed, it is the client's responsibility to inform THE PARTY TECHNICIAN immediately. If THE PARTY TECHNICIAN should be unable to accommodate alternative arrangements (such as the change of the venue/date/time) THE PARTY TECHNICIAN's are not liable to compensate the client(s) in any way whatsoever.

In the highly unlikely event of cancellation by THE PARTY TECHNICIAN's PHOTO BOOTH, or unavoidable total Photo Booth failure, the THE PARTY TECHNICIAN – PHOTO BOOTH liability shall be limited to a full refund of any booking fees and fees paid. Re-scheduling may be arranged if practicable, but the THE PARTY TECHNICIAN – PHOTO BOOTH will not be responsible for any further costs. THE PARTY TECHNICIAN will endeavor to appoint other Photo Booth companies in the unlikely event that they are unable to attend a booking. However it may prove difficult or impossible to find a skilled replacement at short notice or at the same price.

4. EXTRA HOURS

Should the event not go according to schedule, any extra hours incurred will be billed additionally at R1000.00 (one thousand Rand) per hour and it must be handed over in cash to the photo booth attendant before the extra hours can commence.

Extra hours are also payable after the original invoice has been paid and booking confirmed. The extra hours will be added to the original invoice and must be paid 7 days prior to the event.

No discount will be given for already booked hours in the event that the event finishes earlier than planned.

5. PHOTO BOOTH OPERATORS AND ASSISTANTS

It is understood and agreed that no other Photo booth companies will be allowed to set up or participate at the event. THE PARTY TECHNICIAN cannot take any responsibility if a moment was ruined due to a guest obscuring the day of the event and preventing THE PARTY TECHNICIAN from delivering a professional service. Photo booth attendants are there to assist the guest and should be treated with respect. THE PARTY TECHNICIAN won't tolerate any form of abuse. Should there be an incident of abuse of any kind THE PARTY TECHNICIAN deserves the right to stop with their services and break down the Photo booth and leave the venue immediately. It will be the client's responsibility (not compulsory) to inform the guests attending the event that the Photo booth operator and/or assistant(s) should be treated with respect and that any form of abuse won't be tolerated during the course of the event.

6. PHOTO BOOTH EQUIPMENT AND PROPS

All Photo booth equipment and props are property of THE PARTY TECHNICIAN. All equipment and props should be handled with care. Should there be any permanent damage to the equipment and/or props the client will be liable to replace all damaged equipment and/or props within 30 days after the date of the event. The client is also allowed to pay cash to the value of the damaged equipment and/or props. Should the client fail to compensate THE PARTY TECHNICIAN after the 30 days have expired, THE PARTY TECHNICIAN will then have the right to take legal action against the client. It will be the client's responsibility (not compulsory) to inform the guests attending the event that the Photo booth equipment and props should be handled with care and that no food or beverages may be taken inside the photo booth or present during open booth sessions.

7. RIGHTS TO PICTURES

Pictures taken by THE PARTY TECHNICIAN during the day of the event are intellectual property of THE PARTY TECHNICIAN. By accepting this agreement with payment of the booking fee, the client hereby allows THE PARTY TECHNICIAN to display any images covered by this agreement and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the client. The client also releases THE PARTY TECHNICIAN from any claims of remuneration, associated with the use of the photographs. Should the client request that the images may not be used for any specific purpose, an additional fee may be payable based on the nature of the request. Such requests must be stated in a separate agreement drawn up by THE PARTY TECHNICIAN, detailing the terms of usage as well as the fee associated. The separate agreement will only be deemed acceptable if it is signed THE PARTY TECHNICIAN, the main photographer, second shooter and/or assistant(s), and the client(s).

The client will use the images solely for his/her personal use and any purpose usually associated with non-commercial engagement. The client is free to use the photographs for any competitions, if recognition is given to THE PARTY TECHNICIAN and THE PARTY TECHNICIAN's logo is clearly visible.

8. REPRINTS

Should clients request for a reprint they are restricted to one reprint per person to prevent delays. Once a person request for a reprint it will break the ongoing flow of people that would like to have their picture taken and can become frustrating for people who have to wait for the person that requested a reprint. Our friendly photo booth attendant will notify the person of the situation and should that person be unhappy or create a scene the friendly photo booth assistant will then have to approach the person responsible for organizing the event or the person who made payment to inform the person creating the scene of this clause in the contract. Guests should respect this clause in the contract and consider other guests attending the event.

9. HOURS & MEALS

THE PARTY TECHNICIAN requires the client to provide a meal and seating for the Photo booth operator(s) and assistant(s) where their total number of hours of service is 5 hours or more. The total hours included in the client's package includes travel time and set up time from the moment the Photo booth arrives at the first location to the time the Photo booth leaves the last location. Should the event not go according to schedule, any extra hours incurred will be billed additionally at R1000.00 (one thousand Rand) per hour. No discount will be given for already booked hours in the event that the event finishes earlier than planned.

10. TRAVELLING

For events, the first 50 kilometers of all traveling done will be free of charge. After the first 50 kilometers (to and from the required locations), traveling cost will be charged at R3.50 per kilometer travelled on the day in relation to the event (to and from the venue).

A discount will be given after 200 kilometers (excluding the first 50 kilometers) should the client arrange so with THE PARTY TECHNICIAN. Any additional traveling required on the day which was not included on the estimate or made known to THE PARTY TECHNICIAN beforehand, will be subject to payment by the client.

THE PARTY TECHNICIAN does not subtract the initial traveling time to the first location, and from the last location, from the hours covered in the package. Only the time travelled between locations (example: from the church to the venue) will be subtracted from the hours covered in the package.

11. ACCOMODATION

Should the traveling time extend two hours from the venue, and the event ends any time from 22:00, the client will be required to provide separate and private accommodation to THE PARTY TECHNICIAN's Photo booth operator as well as the assistant(s).

Should the traveling time extend four hours from the venue, accommodation must be provided to THE PARTY TECHNICIAN's Photo booth operator and/or assistant(s) regardless of the time the reception ends.

In the event that THE PARTY TECHNICIAN's Photo booth operator and/or assistant(s) had to fly to the location of the event, two nights of accommodation must be provided to THE PARTY TECHNICIAN's Photo booth operator and/or assistant(s) (evening before the event and evening after the event).

12. PHOTO BOOTH TIME ALLOCATION

Preparation of the Photo booth = minimum of 60 minutes.

Breaking down and packing up of Photo Booth = minimum of 60 minutes.

Please contact the venues to gather the necessary information.

Should there not be enough time allocated by the client(s), THE PARTY TECHNICIAN cannot be held responsible for inadequate time on the day of the event. A detailed program should be provided to THE PARTY TECHNICIAN one week prior to the event in order to give enough time to discuss and amend certain details/times should it be necessary.

The client must take THE PARTY TECHNICIAN in consideration when deciding what time of the day the event will start and end. Please refrain to clause 8,9,10 and 11. Any

details pertaining to the event must be discussed with THE PARTY TECHNICIAN before arrangements and schedules are finalized.

13. WEATHER / CLIMATE CIRCUMSTANCES

In the event of unfavorable weather / climate circumstances, THE PARTY TECHNICIAN cannot be held responsible for extra time used to set up and break down. Refrain to clause 11. Should the unfavorable weather / climate circumstances cause any power outages or “blackouts / loadshedding”, THE PARTY TECHNICIAN cannot be held responsible for not providing services as the equipment requires electricity to be used. The equipment may be connected to a backup generator that the venue or bridal couple must supply. THE PARTY TECHNICIAN cannot be held responsible if there is an absence of a fuel operated generator and/or the fuel necessary to keep the generator running.

No refund or discount will be given in such events as mentioned above. The event duration might be less or longer. If it is less then no refund or discount will be given and if the duration should be more than the scheduled time, additional costs will be involved. Refrain to clause 2 and 8.

14. PERSONAL INJURY OR DAMAGE TO PRIVATE PROPERTY / BELONGINGS

THE PARTY TECHNICIAN will not take any responsibility for any injuries that may arise throughout the day of the event. THE PARTY TECHNICIAN will however ensure that all Photo booth equipment is placed and handled up to safety standards, but take no liability, should this equipment cause any injuries to the clients, guests, staff or anybody present at the event. THE PARTY TECHNICIAN will not take responsibility for any permanent damage on any décor or clothing during the day of the event.

THE PARTY TECHNICIAN

SIGNATURES

I state that I have read the above 10 page agreement, prior to its execution, and that I am fully familiar with the contents thereof.

Client Name(s) and Surname(s): _____

Client Signature(s): _____

Date: _____

Place: _____

Please scan and mail this 10 page agreement along with proof of payment in pdf format to the following email address: thepartytechnician@yahoo.com

Our Banking Details :

Bank: First National Bank (FNB)

Type of account: Business account

Account holder: THE PARTY TECHNICIAN

Branch: Brackenfell

Branch code: 201210

Account number: 62 555 746 282

The reference: Invoice number (Example : TPT003 – PB)

THANK YOU FOR CHOOSING THE PARTY TECHNICIAN.

LOOKING FORWARD TO YOUR SPECIAL EVENT. ☺