



EVENT DETAILS

Date of Event:

Type of Event:

Event Location:

Services Included:

Approximate Price:

AGREEMENT

This Agreement is by and between **MHG Photography & Entertainment, LLC** and _____, (“**Client**”) (referred to individually as a “Party” or collectively as the “Parties”). **MHG Photo & Ent.** will provide photo booth event rental services as described in this Agreement.

SERVICE PERIOD

Pursuant to the responsibilities of Client, **MHG Photo & Ent.** agrees to have a photo booth operational for a minimum of 80% during this period. Client understands that occasionally, operations may need to be interrupted for maintenance of the photo booth.

Retainer and

Retainer and Payment.

A 50% retainer is due at time of booking, the remaining balance is due 30 days prior to event. If paying by credit card, Client agrees to have **MHG Photo & Ent.** charge Client's credit card for payment of services. The Client is liable for any additional time they request at the event at the cost of \$125.00/hr. (which will be billed in 1/2hr increments). The Client agrees that in addition to any and all other legal rights and remedies **MHG Photo & ENT.** may have. Clients card will be held on file for any incidental purchases such as frames, extra time, or damage caused by client or clients guest.

CHANGES AND CANCELLATIONS

Any request for a date, time, or location change must be made in writing at least thirty (30) days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, time, or location, the Fee shall be forfeited and the event cancelled.

ACCESS

The Client will arrange for an appropriate space for the photo booth at Client's venue. Space must be at least 10' by 10' by 8', on level surface, solid ground, under a covering and against a wall to protect the unit from wind, rain and poor lighting. It is Client's responsibility to ensure access is possible. The Client is responsible for providing power to the photo booth with 25ft. access to a working outlet (3 prong, 110V, 10 amps).

PHOTO RELEASES

Client grants us permission to use images from Client's event to promote our business, including but not limited to, use on our website, blog, social media and print marketing materials. Client waives any right to any payment, royalties or any other consideration for the use of the images. Client waives the right to inspect or approve the finished product, including written or electronic copy, wherein Client's likeness appears. Client hereby holds harmless, releases and forever discharges us from all claims, demands, and causes of action which Client, his/her heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client's estates have or may have by reason of this authorization.

ONLINE GALLERY

If you have ordered access to an online gallery, upon receiving downloadable link of the files, Client accepts all responsibility for archiving and protecting the photographs and media. **MHG Photo & Ent.** is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers that might result in the inability to read the discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required. Digital image files will only be made available for download in an online gallery through Google Photos for 14 days.

HOLD HARMLESS

At all times after the effective date of this Agreement, the Parties shall indemnify each other and their officers, members, managers, employees, owners, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "Indemnitees") from all damages,

liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that any Indemnitee may incur and that arise from:

- (a) A Parties' gross negligence or willful misconduct arising from the Party's carrying out of its obligations under this Agreement;
- (b) Any breach of any of its obligations or representations under this Agreement.

Additionally, Client will indemnify **MHG Photo & Ent.** from any claim or cause of action arising out of or relating to any event, product, promotion, etc. that is the subject of this or a related agreement, including, but not limited to, any claim or cause of action by an attendee of Client's event against MHG Photo & Ent. or any damage caused to **MHG Photo & Ent.** equipment or personnel caused by Client or one of Client's event attendees.

MISCELLANEOUS TERMS

In the event **MHG Photo & Ent.** is unable to supply a working photo booth 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, **MHG Photo & Ent's**, maximum liability will be the return of all payments received from Client. **MHG Photo & Ent.** is not responsible for any consequential damages or lost opportunities upon breach of this Agreement.

TRAVEL

Free delivery is included within **25miles of MHG Photo & Ent's business address.**
Extra mileage is billed at \$25 per 10 miles.^{[[SEP]]}

PARKING

The Client shall provide parking for the **MHG Photo & Ent.** attendant's vehicle while at Client's event.

IDLE TIME

If there are more than 30 minutes between setup and start time, a fee of \$50 per hour for "Idle Time" will be invoiced.

SEVERABILITY

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

ENTIRE AGREEMENT

This Agreement constitutes the final Agreement of the Parties. It is the complete and exclusive expression of the Parties' Agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and Agreements between the Parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter this Agreement by, and neither Party is relying on, any statement, representation, warranty, or Agreement of the other Party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

FORCE MAJEURE

A Party will not be in breach of or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

GOVERNING LAW

- (a) **Choice of Law.** This Agreement shall be construed under the laws of the State of **Minnesota**, without regard to its choice or conflict of law principles.
- (b) **Choice of Forum.** Any claim or cause of action arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in Washington County, **Minnesota** or the United States District Court for the Southern District of **Minnesota**.
- (c) **Attorneys' Fees.** If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs.

ALL SALES ARE FINAL

The Client understands and agrees that all sales and service fees are final.

Each Party is signing this Agreement on the date stated opposite that Party's signature.

MMHG Photography & Entertainment, LLC

Date: _____ By: _____
Name: _____
Title: _____

CLIENT,

Date: _____ By: _____
Name: Name of Person Signing
Title: Title of Person Signing or "self" if an individual