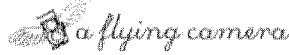


**CONTRACT NAME: AGREEMENT BETWEEN A FLYING
CAMERA AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between A Flying Camera and DJUSD is to provide the rental of a photo booth for use at the senior ball for Davis Senior High School on May 2, 2015. The total cost of the rental is \$790.00. This expense will be paid for by the senior class.



AFC SAC - Photobooth for Davis High School prom :: Contract and Addendums

Contract: AFC Contract - Discounted - Refundable

A Flying Camera
3624 Airway Dr.
Santa Rosa, CA 95403
800.765.3686

Agreement for Photo Booth / Flipbooks Rental

This agreement is between **A Flying Camera** and Cheryl Ozga for , (hereinafter referred to as "Client").

Client Address and Phone number:

Bruce Colby
Davis Senior High School

Work: 530.757.5400

Work: cozga@djud.net, Home: cozga@djud.net

Relating to the event of:

AFC SAC - Photobooth for Davis High School prom

That will take place on:

Saturday, May 02, 2015

Location of event(s):

TBA

Rental Start and End Time:

Saturday, May 02, 2015 7:00 PM - Saturday, May 02, 2015 11:00 PM

SERVICE AND PRODUCT WILL INCLUDE:

Photobooth rentals are an initial 4 hours of unlimited, all-inclusive printing. Expect to print anywhere from 45-60 prints per hour. A custom banner will be created specifically for you by our team of graphic designers and will be placed on each photo. A stylish attendant will be provided to enhance your Photobooth experience.

Additional Photobooth hours can be purchased ahead of time for \$195/hr. Overtime charges at your event are \$295/hr.

A free photo guestbook will be included with your rental. The photobooth will print doubles with the duplicates being placed into the book by the attendant. You guests will then have a chance to sign each photo and you will leave the event with this irreplaceable souvenir.

- (1) Web Gallery for Viewing and Ordering: All images will be placed on a password protected website for you viewing and ordering pleasures.
- (4) Hour of Rental : Hour of rental includes stylish attendant
- (1) Personalized Banner: Personalized banner placed on every print, can include names, dates, logos, and etc.
- (1) CD of Images: CD of images from entire rental
- (1) Prop Trunk Rental: Trunk full of hats, feather boas, sunglasses, necklaces, and tons of great ideas to take the photobooth experience to the next level
- (1) Photo Guestbook: Photo guestbook brought onsite where guests will be helped to place prints into the book and sign around their images. The perfect souvenir from any great party. Our most popular item.
- (1) Duplicate Set of Prints: Duplicate set of prints - booth will be set to print doubles every time it makes a print. Usually used for the scrapbook option.

TOTAL \$790.00

SPECIFIC FEES FOR THIS EVENT: The fee for the coverage and all products listed above is **\$790.00**

PAYMENT POLICY and EXPENSES: A refundable deposit for the contracted services and final payment will be made as follows:

~~Mar 10, 2015: \$395.00~~
~~Apr 18, 2016: \$395.00~~
Apr. 24, 2015
May 2, 2015

Reimbursement of lost or damaged props during the event while performing the duties specified in this agreement, subject to any stipulations expressed herein, will be billed to the client after the event.

CANCELLATION or DATE CHANGE: Client may cancel this entire contract by written notice with 60 days or more notice before the event. Should Client give acceptable notice of cancellation, A Flying Camera will immediately cancel this contract and services, and a full refund of all payments/deposit will be given within 7 days.

This contract may not be cancelled if the event date is within the 60 day notice period.

Should Client request to change the date of service(s) more than 60 days prior to the original event date stated on this contract, no change fees will be due except if A Flying Camera's pricing has increased for the new date. Dates cannot be changed less than 60 days prior to the event.

ACCESSIBILITY: Access to the event for delivery and setup will be provided 1 1/2 hours prior to the rental start time. There will be no stairs or obstacles that will prevent delivery and set-up of the Photo Booth. In addition, CLIENT agrees to provide access to an electrical outlet(s) for each Photo Booth/ Flipbooks rental as well as one table for a photobooth, and/or two tables for the flipbooks.

OVERTIME: When coverage is provided beyond the hours specified for the selected Level of Coverage, CLIENT, agrees to compensate A Flying Camera at the rate of \$195 per hour of overtime per photobooth, and /or \$295 per hour of overtime for flipbooks, which will be paid immediately following completion of the event. The hourly fee takes effect after 15 minutes of said hour.

LIMITATION OF LIABILITY: A Flying Camera agrees to have the services operational for a minimum of 80% during the period the event is scheduled. There may be occasions where operations may need to be interrupted for service or photography optimizations. A Flying Camera shall not be liable for any injury, loss or damage that may arise from the services as specified in this agreement. CLIENT also understands A Flying Camera will not be responsible for injury, loss or damage resulting from the misuse of the Photo Booth by CLIENT's guests. Any damages resulting from such misuse will be at the CLIENT's sole responsibility and payment must be made upon receipt of invoice. Should A Flying Camera fail to provide services as described during the above agreed date and time, A Flying Camera's liability is limited to a refund to CLIENT of the amount paid for the rental.

OPTIONAL FEATURES: The following pertains to optional features selected by CLIENT. Digital images from the Photo Booth will be provided 7 days after the event. DVD of videos from the Flipbooks will be provided 7 days after the event. When a CLIENT selects the option to include a banner or logo on photo printouts, and/or custom covers for flipbooks, the banner and/or cover info must be provided 10 days prior to the event to A Flying Camera. Once banner and/or cover has been incorporated, CLIENT will be asked to sign off on the proof. If CLIENT fails to sign off on the proof, the banner and/or cover will be used as is and A Flying Camera will not be held liable. If the scrapbook option is selected, A Flying Camera will provide the scrapbook to CLIENT at the beginning of the event and CLIENT agrees to provide a table for guests to place duplicate prints into the scrapbook. Should a password protected website be provided to CLIENT for online ordering, CLIENT understands ALL images taken will be made available. Guests will have the option to leave their email address in order to additionally have photobooth images emailed to them.

ACCEPTANCE OF ORDERS and RETENTION OF ORIGINALS: A Flying Camera owns and retains the original images produced in connection with this agreement; however, because of limited controlled storage facilities and for liability reasons, A Flying Camera will not guarantee they will be retained longer than twelve (12) months after the event. Accordingly, A Flying Camera cannot warrant acceptance nor are they obligated to produce orders received after that period. Any prepayment by CLIENT for coverage contents, including photographs or scrapbooks, is subject to forfeiture if orders are not submitted within this twelve (12) month period.

RIGHTS TO OWNERSHIP and REPRODUCTION: A Flying Camera owns copyrights of all images captured by the Photo Booth and/or Flipbooks at the event. Any sale, reproduction, publication or exhibition of any image produced in connection with this agreement, regardless of the ownership of the actual photograph, is prohibited without specific written consent of A Flying Camera.

CONFIDENTIALITY: The parties agree that, except as required by law, all items contained in this Agreement and otherwise discussed between A Flying Camera and Client shall be kept confidential and such information will be protected by the parties to prevent the unauthorized use, dissemination and/or publication of such confidential information.

Bruce Colby *JB*

contract presented above.

Client - Client (Full Name)



I acknowledge that I have read and fully understand the

**Davis Senior High School
315 W. Fourteenth Street
Davis, CA 95616**

ASSOCIATED STUDENT BODY PURCHASE ORDER

No. 14186

Merchandise and/or services must show this number on all invoices and packages.

Davis Senior High School
Attn: ASB Bookkeeper
315 West 14th Street
Davis, CA 95616
Telephone: (530) 757-5400 X150
Fax: (530) 757-5492

Date 03/20/15

TO: A Flying Camera
3624 Airway Drive
Santa Rosa, CA 95403

SHIP TO: Davis Senior High School
315 W. 14th Street
Davis, CA 95616

(800) 765-3686

Please enter our order for the following. Payment will be made when purchase order is completed.

QUANTITY	ITEM #	DESCRIPTION/PURPOSE	UNIT PRICE	TOTAL
0		Photo Booth Rental	790.00	790.00

CLUB/TEAM: Class of 2015

AUTHORIZED: Bill Williams

Subtotal	\$	790.00
Tax (8.75%)	\$	0.00
Shipping	\$	0.00
PO TOTAL	\$	790.00

DATE	INVOICE NUMBER	AMOUNT	BALANCE

FINANCE OFFICE COPY