

CONTRACT NAME: AGREEMENT BETWEEN MICHAEL SMITH PHOTOGRAPHY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide a photo booth for Harper Jr. High's Day on the Green event to be held on June 10, 2015.

The cost of the service is \$150 and will be paid with Student Body Funds.

EVENT BOOKING AGREEMENT

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Michael Smith Photography

1314 Kees St

Lebanon, OR 97355

Office: 916.932.8505 : :

Email: Services@MikeTSmithPhoto.com

Website: MSPBooths.com

Agreement made on 03/10/2015 between
Michael Smith Photography and:

Adrianne Simon-Carloson (Cust #)
Frances Harper Junior High School

Work: 530.757.5330 Cell: 916.402.4159

Services Provided	Price
DD 8 Person 2Hr Booth Rental	\$100.00
Additional Hour	\$50.00
Tax:	\$0.00
Total amount for services:	\$150.00

Deposit of \$0.00 is paid

Printed on 03/10/2015

To provide services for the above client on the date of 06/10/2015 between the hours of 12:30 PM to 3:30 PM for
a School Event to be held at the following location(s):

Frances Harper Junior High School in Davis

Required Deposit of \$150.00.

SERVICE PERIOD

We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time at the rate of \$25/hour. Provider agrees to have a photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc).

PAYMENT

A 50% retainer is due upon signing of this contract. The remaining amount is due by the date of your event. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, Mastercard and Discover. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$150 per hour, billed in half-hour increments of \$75. Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$25.00 fee for any and all returned checks. Gratuity is not included in the payment.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. The photo booth requires a space 12' deep x 12' wide by 8' tall. This is to provide adequate space for both the booth and a table. Client is responsible for ensuring power is available for the Photo Booth. (110V, 5 amps, 3 prong outlet). Power outlet must be within 100' of booth. Generators are not compatible with our photo booths and thus will not work as means to provide power.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty 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, the retainer shall be forfeited and event cancelled. Any cancellation occurring less than 90 days but more than 30 days prior to the event date shall receive 50% of deposit back. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

IMAGE HOSTING

All images from event will be hosted in a gallery on our website unless a written request to not host is received. Written requests can be in the form of a letter or email. Other types of requests can be to have the gallery removed from public view making it accessible by direct link only or to have the gallery password protected so that access can only be done with a password or both to have the gallery removed from public access and have it password protected. Any event containing images that are deemed inappropriate will automatically be password protected and the password will be emailed to you. The gallery will remain online for a minimum of one year for you and your guests to view, purchase and/or download the images.

INDEMNIFICATION

Client agrees to, and understands the following: a) Client will indemnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client. b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the photo booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION PLEASE CIRCLE ONE. YES I agree to the model release below or NO I do not agree.

If neither item is circled we will assume you agree to the model release. If NO please mail your Photo Booth Agreement to Michael Smith Photography, 805 NW 23rd St Ste 107, Corvallis, OR 97330.

We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy. Client agrees to, and understands the following: All guests using the photo booth hereby give to Michael Smith Photography: The right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless Fun Photo Booths, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of

privacy.

OUTDOOR EVENTS

If the event is outdoors the client must provide a flat dry area for the photo booth within 100' of a 3-pronged electrical outlet. We reserve the right at any time to deny service outdoors for reasons of excess moisture or wind that may damage our electronics and/or booth enclosure. The client may request a survey of the venue by Michael Smith Photography for an additional \$30.00. We will insure at this time that the area will work. If the client wishes to forgo the survey the client will take responsibility that the event location accommodates the photo booth.

MISCELLANEOUS 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 separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. Additionally, any action filed regarding a dispute which arises under or in connection with the Agreement must be filed in the Superior Court of Benton County, Oregon. 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 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 the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can download the digital files for their own use.

Agreed: _____ Date: _____
Michael Smith Photography Representative

Agreed: _____ Date: _____
Client Signature



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Winfred B. Roberson, Jr.
Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ www.djUSD.net

May 13, 2015

Michael Smith Photography
1314 Kees Street
Lebanon, OR 97355

Dear Michael Smith Photography Representative:

Please be advised that Davis Joint Unified School District does not agree to the "Model Release Option" clause in your contract.

In reference to the paragraph entitled "Image Hosting," under no circumstances do we agree to allow photos of our students or staff to be posted for public view on your website. We would like the gallery removed from public access and have it password protected.

Sincerely,

Bruce E. Colby
Associate Superintendent, Business Services