

# WE love 2 click Terms & Conditions

## **SERVICE CONTRACT:**

The following contract and its items will set forth an agreement between **WE love 2 click (Provider)** and \_\_\_\_\_ (Client) the parties, for photo booth services for an event taking place at \_\_\_\_\_, which supersedes all other written and/or oral agreements between the parties.

## **SERVICE PERIOD:**

The Service Period will be from these times: \_\_\_\_\_ on (DATE) \_\_\_\_\_.

Provider agrees to have a **WE love 2 click** photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

## **PAYMENT:**

A non-refundable reservation fee in the amount of \$200 of the total cost is due upon signing of this contract. Payment can be made via CASH, e-transfer, cheque, PayPal or major credit cards. Provider will not accept cheque if Client's event is in less than 30 days. If paid via PayPal or Credit Card, an additional 4% will be charged due to the processing fees. If paid via cheque, payment must be received within 5 days after signing the contract.

The remaining amount is due 30 days prior to Client's event. If payment is made after this date, Client may be subject to a 10% late penalty fee. If payment is received after the date of your event, Client will be subject to a late penalty fee of 10% of the balance PER DAY.

**WE love 2 click** does not secure your date on its calendar until the deposit is received.

If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in rental time will be billed to the Client at the following rates: \$ 125 per hour.

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 \$50 fee for any and all returned cheques which Client may write to Provider as payment for any services by Provider or rental of Provider's equipment.

## **ACCESS, SPACE & POWER FOR PHOTO BOOTH:**

Client will arrange for an appropriate space for the Photo Booth at event's venue as well as 6' or 8' table. **WE love to click** Mirror Photo Booth requires a 10' x 10' floor space and a power outlet within 16' or 5 meters. Required space must be level, dry and free from wind. **WE love 2 click** is entitled to charge an additional fee of \$100 if no ramp or elevator is available. It is required to inform **WE love 2 click** about accessibility to the venue.

## **FOOD & BREAKS:**

Photo Booth operators will be allowed one 15-minute break at their own discretion and bathroom breaks when necessary. Each photo booth operator will be provided a full guest meal for event between 5pm and \_\_\_\_\_.

11pm. If no meal is provided, the photo booth operators reserve the right to go off-site for a meal for 30 minutes.

#### **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 non-refundable reservation fee shall be forfeited, and event cancelled. If event is cancelled for any reason, the non-refundable reservation fee is forfeited.

#### **VENUE LOCATION CHANGE:**

Any request for a venue location change must be made in writing at least 30 days in advance of the original event date. No travel fees for venues within 45 km of our location. Provider will charge \$0.58 per additional kilometer as measured by Google Maps driving from Chestermere, AB.

#### **DAMAGE TO PROVIDER'S EQUIPMENT:**

Client acknowledge 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 (Invited or Uninvited), or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

#### **INDEMNIFICATION:**

Client agreed 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 the 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 **WE love 2 click** its representatives, employees or affiliates at Client's event.

#### **MODEL RELEASE OPTION:**

Client agrees to, and understands the following: All guests using the Photo Booth hereby give to **WE love 2 click** 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. I hereby In addition, release, discharge and agree to save **WE love to click** Photo Booth, 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. If you do not agree circle no: NO

#### **APPLICABLE LAW:**

This contract shall be governed by the laws of the Country of Canada in the Province of Alberta and any applicable Federal law.

**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. 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 argument 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 their guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use. 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.

**SUMMARY OF CLIENT DUTIES:**

- 1) Sign the contract.
- 2) Send the deposit via your preferred method of payment immediately after signing the contract.
- 3) Fill out the photo template form at least 30 days before the event:  
([Link to templates](#))

**30 days prior to the event:**

- 1) Payment of remaining balance.
- 2) Arrange an appropriate 8' x 8' space within 5 meters or 16' from an outlet and a 6' or 8' table for the photo booth at the event's venue.

**Client name**

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**Client Signature**

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**Date**

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**CLIENT INFORMATION:**

**Full name :**

**Email:**

**Address:**

**Phone:**

**EVENT & VENUE INFORMATION:**

**Event date(s):**

**Event time:**

**Type of event:**

**Venue location:**

**Main contact:**

**Setup location:**

**Estimate Guest count:**

**PHOTO BOOTH PACAKGE INFORMATION:**

**Package:**

**Hours of service:**

**Backdrop:**

**Template:**

**Custom text for template:**

**Additional comments:**

**Include custom logo: yes/no**