

## PHOTO BOOTH CONTRACT

This Photography Contract (the "Contract") is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between Peter Piper Pics of 7905 Winterberry St., Beaumont, Texas 77707

### DESCRIPTION OF

**SERVICES** . On (Date) \_\_\_\_\_, Peter Piper Pics will provide to (Name) \_\_\_\_\_ the following photography services (collectively, the "Services"):

Peter Piper Pics will be offering to individuals attending an event hosted by (Name) \_\_\_\_\_ to participate in picture taking with the Mirror Me Photo Booth between the hours of \_\_\_\_\_ to \_\_\_\_\_

**PERFORMANCE OF SERVICES.** (1) Peter Piper Pics agrees to take photographs as per (Name) \_\_\_\_\_ stated requests, allowing for artistic expression; (2) Peter Piper Pics agrees to use high technical quality to meet the customer needs, for web or print; (3) Peter Piper Pics will use digital photography and color management consultancy knowledge to create photographs for the customer; and (4) Peter Piper Pics shall provide (Name) \_\_\_\_\_ with a book or samples of the final proofs within (1) days.

**PAYMENT** . (1) (Name) \_\_\_\_\_ agrees to pay Peter Piper Pics amount per selected photo package in consideration for the photography services to be rendered by Peter Piper Pics. In consideration for this fee, Peter Piper Pics will commit to the amount of hours per package, which includes (30) minutes for set-up and (30) minutes to breakdown of equipment. to cover the event or occasion of the **customer**. Peter Piper Pics will provide the **customer** with a cost sheet itemizing the cost of different packages and individual photo purchases.

**DEPOSIT** . At the time of the signing of the contract, (Name) \_\_\_\_\_ shall pay a non-refundable deposit of **\$150.00** to Peter Piper Pics for the Services. The deposit will be subtracted from the total payment owed by the **customer** upon completion of services.

**CANCELLATION POLICY** . A refund of **50%** of deposit will be refunded to the customer if cancellation of contractual event is communicated (via voice call) to the owner of Peter Piper Pics up to (7) days of the event. Forfeiture of deposit fees occurs when the above cancellation statement is not met. If the cancellation is initiated by Peter Piper Pics, all monies paid to Peter Piper Pics shall be fully refunded, **INCLUDING** the deposit fee. Refund shall be paid out within thirty **(30)** calendar days from the cancellation date

**.TERM.** Peter Piper Pics and the **customer** agree that this contract shall commence on the above date and that same shall terminate on \_\_\_\_\_. Contractual agreement may be extended and/or renewed by agreement of all parties memorialized in a subsequent amendment thereafter.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by Peter Piper Pics in connection with the Services will be the exclusive property of Peter Piper Pics. Upon request, Peter Piper Pics will execute all documents necessary to confirm or perfect the exclusive ownership of Peter Piper Pics to the 'Work Product'.

**RELATIONSHIP OF PARTIES .** It is understood by the parties that Peter Piper Pics is an independent contractor with respect to the **customer**, and not an employee of the **customer**.

**CONFIDENTIALITY.** Peter Piper Pics, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of Peter Piper Pics, or divulge, disclose, or communicate in any manner, any information that is proprietary to the **customer**. Peter Piper Pics and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the contract.

**COURTESY.** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the **customer**. The **customer** and Peter Piper Pics agree that positive cooperation and punctuality are therefore essential.

**INDEMNIFICATION .** Peter Piper Pics agrees to indemnify and hold harmless the **customer** from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the **customer** that result from the acts or omissions of Peter Piper Pics, Peter Piper Pics's members, if any, and Peter Piper Pics's agents.

**WARRANTY.** Peter Piper Pics shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable industry standards and will provide a standard of care equal to, or superior to, care used by service providers similar to Peter Piper Pics on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 3 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract.

**FORCE MAJEURE.** If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE CONTRACT.** This contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that

any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be governed by the laws of the State of Texas.

**NOTICE .** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT .** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**SIGNATORIES.** This Agreement shall be signed by the **customer** and on behalf of Peter Piper Pics by Clarence G. Piper Jr., Owner and is effective as of the date first above written.

This Photography Contract is executed and agreed to by:

*Clarence Piper Jr.* \_\_\_\_\_

Name: Clarence Piper Jr.  
Email: mytoi@peterpiperpics.com  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_