

Throw Yo Hands up Entertainment

ENTERTAINMENT AGREEMENT

Photo Booth

The Parties: This agreement outlines photo booth services for the event described below, between the undersigned Client and Throw Yo Hands Up Entertainment, Inc. "We" will now describe Throw Yo Hands Up Entertainment, Inc.

Client Name &/or Organization: _____

Address of Client: _____

Primary Tel. No.: _____ **Secondary Tel. No.:** _____

E-mail of Client: _____

Date of Event: (____ / ____ / ____) **Guest Count:** _____

Event Type: Wedding Family Gathering Other;
 School Corporate _____

Location or Address of Event: _____

Guest Arrive: _____ **End Time:** _____ **Setup Time:** _____

Item # 1

Payment Terms: Payment must be paid by the date of the event. We accept cash or checks. Make checks payable to Throw Yo Hands Up Entertainment. The total fee agreed upon will be shown in Item #7. *Gratuities are accepted but not required. \$50 is customary.*

Down Payment: for all events, a \$50 non-refundable down payment of the agreed price is due at the signing of the agreement.

Payment Options: (1) Pay the full agreed amount on the day of the event (*Preferred*). (2) The full payment for the event maybe paid at the signing of this agreement. (3) Choose to pay in installments, up to three installments. Please check the payment option box under Item #7. Client is responsible for due amounts. No bills will be sent. Any remaining balance is due the event day.

Failure of Payment: If any payment amount needs to be collected after the event date, a fee of \$50 will be added. For returned checks Client will pay returned check fee. Refusal of payment, see legal action Item #3.

Item # 2

Cancellation: If the contracted event is canceled by the client, We will obtain full rights to the non-refundable down payment of \$50. If the full payment is paid at the signing of this document, the balance, less the down payment and cancellation fee will be refunded. If the event is cut short, we are willing to refund half of the remaining hours agreed upon in the payment terms, if requested.

Property inconvenience; if we are unable to perform the day of the event due to power problems of the building, the client is liable for the \$50 non-refundable down payment.

We initiate cancellation; 100% of all payments made to Throw Yo Hands Up Entertainment will be refunded including non-refundable \$50 down payment.

Throw Yo Hands Up Entertainment
821 Vernon st. Manchester MI 48158
734-649-9614 - handsupdjservice@yahoo.com
www.throwyohandsupentertainment.com

Unavoidable cancellation; Acts of God are considered unavoidable, i.e. auto accident, debilitating illness/death, extreme weather conditions. *Equipment malfunction*; For every 15 minutes of troubleshooting, we will extend performance time of the same amount. If equipment malfunctions to the extent of non-performance we will agree on payment based on performance time.

Item # 3

Provisions: The Client shall ensure that:

- 1) Performance facility provides one electrical outlets, 25 feet from photo booth area.
- 2) Facility is open at least two hours prior to scheduled start time, for setup;
- 3) We are not liable for damages caused to the facility.
- 4) If damage is caused by the Client or the Client's Guests he/she will be liable for the full MSRP (cost) of damaged equipment;
- 5) *Outdoor performances*, shelter shall be provided that completely covers and protects equipment from adverse weather conditions. Includes a hard surface away from loose dirt, grass, water, & wind

Item # 4

Legal Action: This agreement is made in and subject to the laws of the State of Michigan. Legal proceeding concerning this agreement shall be in an appropriate court of law between the Client and Throw Yo Hands Up Entertainment Inc. in case of breach of Contract or nonpayment. **It is agreed that liquidated damages to the plaintiff will be no more than the amount agreed upon in this contract.** If We or Client breaches this contract, they shall pay the amount agreed upon, plus a reasonable attorney's fee.

Display Rights: Client in signing this agreement is acting as agent for all attendees of the event and guests which grants Throw Yo Hands Up Entertainment all rights for display and advertising use of all multimedia (photo & video) produced at the event. Client agrees to assure and hold Throw Yo Hands Up Entertainment harmless for any loss, damage, or liability for infringement of any rights arising from multimedia use. The social media station is a real time app displaying ALL photos taken and are automatical made public to all guests at event.

Item # 5

Explanation of Rates and Fees

Rates: We reserves the right to charge by event package rather than hourly rate.

Included in each booking; unlimited sessions & unlimited prints

Extra time: *Overtime* \$55 per hour. *Idle time* over 1 hours is \$25 per hour

Outdoor Charge: \$50 outdoor charge. Events where photo booth is exposed to the elements of nature, charge will be assessed.

Travel charge: \$125 for drive time over one hour.

Notice: for events using photo sharing station & text message service, it's dependent on location's internet service. We use Verizon mobile hot spot for backup but is dependent on wireless signal at event.

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Item # 6

Preferences of the Client:

Booth Attendant: Please inform us on the dress of the event;

Casual Business Casual Semi/formal

-What, if any, are the colors designated for the event? _____

-What, if any, is the theme of the event? _____
(rustic/vintage, seasonal, holiday, movie, decade, regional, cultural)

Item # 7

Payment Terms: "I" (means included)

- One Hour -\$199 _____ Text Message Service (\$10)per 100 Yes_____
- Two Hours - \$325 _____ Photo Sharing Station (\$35) Yes_____
- Three Hours - \$445 _____ Custom Welcome screen (\$35) Yes_____
- Four Hours - \$545 _____ Memento Frame (variable) Yes_____
- Five Hours - \$645 _____ Travel Charge (\$125) Yes_____
- Six Hours - \$745 _____ Outdoor Charge (\$55) Yes_____
- Unlimited - \$995 _____ Idle Time (\$25/hr) Yes_____
- Non-profit discount (10%) _____
- Sun.-Thurs discount (10%) _____ Photo Hosted on Facebook Yes_____
- Memory Book & Stamps (free)Yes_____ USB Drive of Photos (free) Yes_____
- Basic Prop BoxStandard Prop Box (\$25) _____ Premium Prop Box (\$35)_____
- Booth Configuration: Standard Enclosed Pipe Drape _____ Open Air Gold Backdrop _____

Entitled to (one) free meal(s) Yes / No/ #_____

-Payment options: Event Day _____ Contract Signing _____ Installments _____

Dates (3); _____ , _____ , _____

-Total \$ _____ Down Payment \$ _____ Due Amount for event \$ _____
Contract sent on _____

THIS CONTRACT IS NOT BINDING UNLESS CLIENT SIGNS!

Clients Signature: _____

Throw Yo Hands Up Entertainment: Haren Helber

Digital signature is binding

Is there anything the Client would like to add to this contract?

All additions are invalid unless initialed by Throw Yo Hands Up Entertainment.

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Throw Yo Hands Up Entertainment		Send Payments; 821 Vernon St. Manchester MI 48158		
Date of Event		Make checks Payable Throw Yo Hands Up Entertainment		
Invoice#		Customer		
Description of Event	Event Type	Service Provided		Price
Party Package	Wedding	Disc Jockey	Outdoor Charge	
Standard Package	School	Photo Booth	Tent Style	
Economy Package	Corporate	Both DJ & Photo Booth	Gold Backdrop	
Elegant Package	Private	Equipment Rental	Travel Charge	
Classic Package	Holiday	Props Upgrade		
Fairytale Package	Donation	Memento Frames		
Hourly Photo Booth	Other	Text Service		
Equipment Rental		Photo Sharing Station		
		Custom Welcome Screen		
				Total
Owner Aaron Helber 734-649-9614				

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