

OREGON SUNSHINE BUS LLC.

DEPOSIT AND REFUND

A deposit in the amount agreed upon is required at the time of signing this agreement. The deposit secures the event date and times for the client. The deposit is non-refundable unless unforeseen circumstance occur. Acceptable forms of payment are: cash, checks, and major credit cards. Client will pay a \$50.00 fee for any and all returned checks.

BALANCE DUE

Balance is due 7 days prior to the event. The balance is non-refundable 30 days or less prior to the event unless unforeseen circumstance occur. The Photo booth will not arrive and operate until the balance is paid in full. Payment for any overage in time must be paid before additional hours are provided.

PHOTO BOOTH OPERATIONS

Oregon Sunshine Bus agrees to have the photo booth operational for the time period specified; however, in some situations operations may need to be interrupted for maintenance, service and/or photography optimizations. Should Oregon Sunshine Bus fail to provide a fully operational photo booth during the agreed upon times, the client's only remedy is a refund of payment received or to re-schedule. Client agrees that Oregon Sunshine Bus will not be responsible for consequential damages. If only partial services can be provided due to conditions beyond our reasonable control, then the rental charges shall be on a prorated basis.

PHOTO BOOTH SETUP / TEARDOWN

Oregon Sunshine Bus will deliver setup and remove the photo booth from event location. Operation of photo booth times may be adjusted if event location or client ends the event prior to the contracted end time and no refund of money will apply. The area where the photo booth is to be set up is reasonably accessible and has level ground. Oregon Sunshine Bus requires access to venue at least 60 minutes before the event for set up and 60 minutes after the event for takedown.

SPACE & PLACEMENT REQUIREMENTS

Client agrees to provide: (1) A minimum 20' x 20' area for our photo booth bus
(2) 110V, 20 amps, 3 prong standard electrical outlet within 30 feet of our designated area. If no power is available Oregon Sunshine Bus can provide a generator for a fee.

INCLEMENT WEATHER

Oregon Sunshine Bus reserves the right, in good faith, to cease all operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, Oregon Sunshine Bus compensation will not be affected if operation is ended.

LIABILITY AND INDEMNIFICATION

Oregon Sunshine Bus shall not be liable under any contract for direct, indirect, incidental or consequential damages (including without limitation, damages for lost profits or increased expenses) with respect to any claim arising from or related in any way to this agreement and services provided. The Client will indemnify and hold harmless Oregon Sunshine Bus and any photo booth attendants who are independent contractors working with Oregon Sunshine Bus at the time against any and all liability related to client's event from the time of service and on into the future. Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of Oregon Sunshine Bus or its employees, agents, or subcontractors. The client will indemnify and hold harmless Oregon Sunshine Bus and any photo booth attendants who are independent contractors working with Oregon Sunshine Bus at the time against any and all liability related to any bodily injury occurred during clients event. Clients assume all risk of bodily injury while using the photo booth.

DAMAGE TO PHOTO BOOTH EQUIPMENT

Client acknowledges that it shall be responsible for any damage to the Oregon Sunshine Bus equipment caused by: a) any misuse of the equipment by Client or its guests, b) loss of power or power surges to the photo booth at any time resulting in loss of pictures. Client acknowledges no cocktails or drinks in the photo bus.

MODEL RELEASE

All guests using the photo booth hereby give to Oregon Sunshine Bus: 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.

ONLINE GALLERY / DOWNLOADABLE DIGITAL PICTURES

You the client give approval to Oregon Sunshine Bus to host event images online, client hereby releases, discharges and agrees to hold harmless Oregon Sunshine Bus 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 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 arguments via arbitration. This agreement constitutes the entire agreement and supersedes all prior oral, written and other agreements between the parties with respect to the subject matter hereof. This Agreement may only be amended in writing signed by Oregon Sunshine Bus and Client.

I AGREE TO THE TERMS ABOVE

SIGNATURE

DATE

www.oregonsunshinebus.com

(541) 250-3355

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Bend, OR
