

**Southern Style Photo Booths LLC
Event Contract**

Client: City of Franklin

Please review the following event date, photo booth start/end time, and location. By signing this contract, you are also confirming this event information is accurate.

Please notify us immediately if anything is missing or needs to be updated either on your event questionnaire (also in your inbox now) or by email.

Event Date: Friday, November 30th, 2018

Photo Booth Start time: 5:00 p.m. (We will arrive about 1.5 - 4 hours prior to this time.) We require access to Gypsy Biscuit Photo Trailer event location, power source, and Wi-Fi connection at least 4 hours prior to Photo Booth Start time.)

Photo Booth End time: 9:00 p.m.

Event Location: Downtown Franklin

This constitutes the AGREEMENT between City of Franklin, hereinafter referred to as the "Purchaser," and Photo Booth Service Provider, hereinafter referred to as Southern Style Photo Booths, LLC, hereinafter together the "Parties."

WITNESSETH NOW THEREFORE, in consideration of the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

The Purchaser hereby engages Southern Style Photo Booths, LLC, to provide photo booth services. Upon signing of this contract, the Purchaser agrees to pay Southern Style Photo Booths, LLC, a non-refundable deposit of Ninety-Nine and 00/100 Dollars (\$99.00) to secure the date and time of the event. The non-refundable deposit of Ninety-Nine and 00/100 Dollars (\$99.00) shall be applied toward the total contract amount as stated in the quote and invoice provided to Purchaser by Southern Style Photo Booths, LLC.

Fifty percent (50%) of total invoice amount is due twenty-eight (28) days prior to event. Should the payment of fifty percent (50%) of total invoice amount not be paid by the twenty-eighth (28th) day prior to event, Purchaser's event date and time reservation shall be forfeited (Southern Style Photo Booths, LLC, will make reasonable efforts to accommodate Purchaser's needs in the case of a reservation forfeiture; however, no guarantee of availability is made without on-time payment from Purchaser).

For events booked less than twenty-eight (28) days prior to event date, a non-refundable deposit equal to fifty percent (50%) of total invoice amount is due upon signing of this contract to secure the date and time of the event. The non-refundable deposit equal to fifty percent (50%) of total invoice amount shall be applied toward the total contract amount as stated in the invoice provided to Purchaser by Southern Style Photo Booths LLC.

Remaining invoice balance is due on event date Friday, November 30, 2018, prior to the start of the event. No photo booth services will be initiated until invoice balance is paid in full. Services requested that exceed the agreed upon time frame as specified in start and end times contained in this contract will be charged at the rate of Ninety-Nine and 00/100 Dollars (\$99.00) per one (1) hour, payable prior to additional services being provided. Cash payments will be accepted on-site, and on-site credit card processing will be provided for the Purchaser's convenience. It may not always be possible to provide additional service time; however, when feasible, requests for extended service time will be accommodated.

ADDITIONAL TERMS AND CONDITIONS

1. The Purchaser and Southern Style Photo Booths, LLC, agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event that either party breaches the contract, Purchaser shall not be refunded the Ninety-Nine and 00/100 Dollars (\$99.00) deposit. Southern Style Photo Booths, LLC, will issue a full refund to Purchaser, less the Ninety-Nine and 00/100 Dollars (\$99.00) non-refundable deposit, should a cancellation be made at least twenty-eight (28) days prior to event date. Southern Style Photo Booths, LLC, will issue a refund to Purchaser, less fifty percent (50%) of total invoice amount should a cancellation be made less than twenty-eight (28) days prior to event date.
2. It is understood that if this is a "rain or shine" event, Southern Style Photo Booths, LLC's compensation is in no way affected by inclement weather. For outdoor events, Purchaser shall provide overhead shelter for Southern Style Photo Booths, LLC's setup area. Southern Style Photo Booths, LLC, reserves the right, in good faith, to stop or cancel the performance of services being provided should the weather pose a potential danger to the operators, agents, or property of Southern Style Photo Booths, LLC, or to the event attendees. Every effort will be made to continue the performance of services; however, safety is paramount in all decisions. Compensation to Southern Style Photo Booths, LLC, will not be affected by such cancellation.
3. In the event of circumstances deemed to present a threat or implied threat of injury or harm to the operators, agents, or any property of Southern Style Photo Booths, LLC, Southern Style Photo Booths, LLC, reserves the right to cease performance of services. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of thirty (30) minutes), Southern Style Photo Booths, LLC, shall resume performance of services in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full to Southern Style Photo Booths, LLC, regardless of whether the situation is resolved or whether Southern Style Photo Booths, LLC, resumes performance of services.
4. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this event, Southern Style Photo Booths, LLC, reserves the right to deny any event attendee access to the photo booth or other equipment.
5. Purchaser shall provide Southern Style Photo Booths, LLC, with safe and appropriate working conditions. This includes a 10 foot by 20 foot area for setup and photo booth operation. Purchaser shall provide Southern Style Photo Booths, LLC, with parking accommodations. If Purchaser cannot provide parking accommodations, Purchaser agrees to pay the full cost of parking incurred by Southern Style Photo Booths, LLC, associated with Purchaser's event.
6. Southern Style Photo Booths, LLC, requires a minimum of two 15/20amp circuit outlets from a reliable power source within 50 feet (along the wall) of the setup area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the property of Southern Style Photo Booths, LLC, due to improper power is the responsibility of the Purchaser.
7. Purchaser shall provide crowd control if warranted and furnish directions to place of engagement.
8. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking fees, internet connection fees, venue fees, or the use of electric power required by Southern Style Photo Booths, LLC.

9. If social media services are purchased along with photo booth services, it is the sole responsibility of the Purchaser to provide access to a reliable wireless internet connection. If a reliable wireless internet connection cannot be provided, social media services will not be provided, and no refund will be given to Purchaser for the cost of the social media services purchased.

10. In order to prepare for your event, Southern Style Photo Booths, LLC, will email online questionnaires. These questionnaires gather all the information we need to prepare for Purchaser's event. This information includes date, time and location, as well as design ideas for custom photo card templates. The Purchaser agrees to complete these questionnaires no later than twenty-one (21) days prior to the event date. If Purchaser does not complete and submit questionnaires to Southern Style Photo Booths, LLC, prior to this deadline, the Purchaser agrees to pay any fees needed to complete the photo card design that are incurred by Southern Style Photo Booths, LLC, up to and including any and all rush fees assessed by Southern Style Photo Booths, LLC's graphic designers. This provision explicitly excludes any event that is booked less than twenty-one (21) days prior to event date. Should Purchaser book an event less than twenty-one (21) days prior to event date, or should photo card design not be agreed upon by both parties prior to event date, Southern Style Photo Booths, LLC, reserves the right to choose the photo card design used for the event.

11. Requests for Southern Style Photo Booths, LLC, to provide services in excess of the agreed upon time frame as specified in start and end times contained in this contract will be accommodated based on availability. Should such a request be made, Southern Style Photo Booths, LLC, will send Purchaser an additional quote and invoice for the additional services to be provided. Upon written notice, Purchaser must accept the quote for additional services offered before any additional services will be provided by Southern Style Photo Booths, LLC. Upon acceptance of the quote for additional services offered, all liability agreements of this contract shall remain in effect (past the original end time stated in this contract) until the completion of the additional services and until all Southern Style Photo Booths, LLC, property is removed from the premises of the event.

12. Assignment. This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.

13. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Southern Style Photo Booths, LLC, to limit its liability shall be void and unenforceable.

14. Severability. If any term or provision of Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms and Conditions will not be affected.

15. Indemnification. Southern Style Photo Booths, LLC, agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages, and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order, or other procurement to which these Terms and Conditions apply, excepting only such losses as shall be occasioned by the negligence of the City of Franklin.

16. Applicable Law; Choice of Forum/Venue. These Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

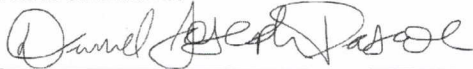
17. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

18. Entire Agreement. These Terms and Conditions constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of these Terms and Conditions. The Terms and Conditions may not be changed except by an amendment expressly referencing these Terms and Conditions by number and signed by an authorized representative of each party.

This agreement guarantees that Southern Style Photo Booths, LLC, shall be ready to perform services at the start time (as specified in this contract) of the event. Southern Style Photo Booths, LLC, requests to be permitted entry to and occupation of the site location where photo booth services are to be performed at least four (4) hours prior to the start time of event and forty-five (45) minutes after the end time of event for setup and teardown purposes.

THE PARTIES hereto agree to abide by the terms of this agreement and intend to be legally bound thereby.

CONSULTANT:

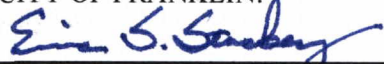


Southern Style Photo Booths LLC

11/5/18

Date

CITY OF FRANKLIN:

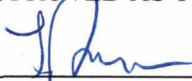


Eric S. Stuckey, City Administrator

11-5-2018

Date

APPROVED AS TO FORM BY:



Tiffani M. Pope, Staff Attorney