

LIABILITY: If Service Provider or his agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness or technical problems, and if he cannot provide another competent professional, all monies received by Service Provider, minus expenses and retainer, will be returned to Purchaser, and Service Provider shall have no further liability with respects to this Agreement. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Purchaser under this Agreement during the time preceding the date on which such liability arises. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to Service provider or property of the Service Provider, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

WEATHER: It is understood that if this is a 'Rain or Shine" event, Service Provider compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter and a raised floor for setup area. Service Provider reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to themselves, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Service Provider's compensation will not be affected by such cancellation.

HARASSMENT: Ensuring the appropriate behavior of all guests and other persons at the event shall be the responsibility of the Purchaser. In the event Service Provider or his employee(s) experiences any inappropriate, threatening, hostile or offensive behavior from any guests, invited or not, or other person at event (including but not limited to, unwelcome sexual advances, verbal, physical conduct of a sexual nature). In the event of circumstances deemed to present a threat or implied threat of injury or harm to Service Provider staff or any equipment in Service Provider's possession, Service Provider reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (not to exceed ten [10] minutes after Purchaser has been notified of issue), Service Provider shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Service Provider resumes performance.

MODEL RELEASE: This contract serves as a model release giving the Service Provider the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Service Provider can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Absolute Music. Purchaser waives any right to inspect or approve the photograph(s) or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Purchaser, their legal representatives, heirs, and assigns.

AGREEMENT and JURISDICTION: This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Iowa shall govern this contract, and any resulting arbitration shall take place within Jackson County, Iowa. Purchaser assumes responsibility for all collection costs and legal fees incurred by Service Provider should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

ADDITIONAL TERMS and CONDITIONS: Purchaser shall provide Service Provider with safe and appropriate working conditions. This includes a minimum six [6] foot by ten [10] foot area for setup space for setting up equipment. Service Provider requires a minimum of one [1] 15-20 amp circuit outlet from a reliable power source within fifty [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 equipment due to improper power is the responsibility of the Purchaser. In order to prevent equipment damage or liability arising from accidental injury to any individual attending the performance, Absolute Music reserves the right to deny any guest access to the equipment or service area. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking and use of electrical power.

Service Provider will make all photo booth images available for sharing and viewing unless prior written notice is provided to Service Provider. Purchaser agrees that the use of the photo booth shall be in family oriented and for novelty use. The photos are of a novelty nature, they are not portrait quality that one would purchase from a professional photographer.

This agreement guarantees that Service Provider will be ready to perform at the start time of this engagement. Service Provider requests access to venue at least sixty [60] minutes prior to the engagement and thirty [30] minutes after the engagement for setup and teardown.

Upon signature and receipt of this said Agreement, Absolute Music reserves the time and date agreed upon. For this reason, all retainers are non-refundable, even if the event date is changed or canceled for any reason.

Purchaser Signature: _____ Date: _____

Service Provider Signature: _____ Date: _____