

**MEMORANDUM OF AGREEMENT ENTERED BY AND
BETWEEN:**

MARILIZE JEAN ROBERTSON T/A FUN PHOTO BOOTH

ID NO: _____

ADDRESS: _____

(Hereinafter referred to as "FUN PHOTO BOOTH")

AND

NAME: _____

ID NO: _____

ADDRESS: _____

(Hereafter referred to as "THE CLIENT")

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WHEREAS Fun Photo Booth are a business rendering a service providing a Fun Photo Booth and taking photographs at events in exchange for payment on their agreed rates;

AND WHEREAS the Client is desirous to make use of that service;

THEREFOR the Parties agree to the following terms of agreement:

1 RECORDAL

1.1 Fun Photo Booth is a business rendering a service at parties, weddings and/or any function they agree to by providing a Photo Booth in that photographs are taken and printed there and then subject to the terms and condition of this Memorandum of Agreement herein.

1.2 DEFINITIONS:

“FUN PHOTO BOOTH” – means Marilize Jean Robertson as set out in the commencement hereof, together with her staff and/or team as she chooses to work at any particular event in terms of this Agreement;

“THE CLIENT” – means any person who signs the Agreement herein in his/her personal capacity and/or any person on behalf of whom this Agreement is signed, but are not limited to.

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“GUESTS” – means any person attending the party and/or wedding and/or any function for which this Contract is concluded, with or without an invitation of any kind, and also includes, but are not limited to any person on the premises where the function is held and during the time of the event taking place;

“EQUIPMENT” – means all and any equipment, structural and/or electronic and/or mechanical or otherwise, belonging to and/or under the supervision and/or control in terms of any agreement and/or otherwise, of Fun Photo Booth and/or Marilize Jean Robertson.

2 DURATION

The duration of this Contract is from the date of signature hereof by both parties until the day after the date of the event, and refers to any calendar day, including but not limited to weekends and/or public holidays.

3 REMUNERATION

3.1 There are 4 (FOUR) different packages to choose from and the election thereof must be made by the date of signature hereof, as it will effect the amount payable for the deposit. The different packages are as follows:

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- 3.1.1 **FLYBY (1 HOUR) PACKAGE** in the amount of R2 500.00;
 - 3.1.2 **LOWFLYER (2 HOUR) PACKAGE** in the amount of R3 200.00;
 - 3.1.3 **MIDFLYER (3 HOUR) PACKAGE** in the amount of R3 700.00;
 - 3.1.4 **HIGHFLYER (4 HOUR) PACKAGE** in the amount of R4 300.00
- 3.2 All packages include, but are not necessarily limited to the following:
- 3.2.1 A fuel expense of R3.00 per kilometer is payable together with the total of the client's event costs;
 - 3.2.2 The set-up and breakdown of all the equipment of Fun Photo Booth;
 - 3.2.3 Fun props are provided for the use and enjoyment of the guests, but only in the immediate area where the Fun Photo Booth activities are taking place at the particular event;
 - 3.2.4 2 (TWO) experienced operators of all Fun Photo Booth equipment for the duration of the event;
 - 3.2.5 Guests have access to the Photo Booth for the entire period in terms of the package the Client selected, which also includes the printing of the photographs within minutes of the photographs being taken;

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3.2.6 The guests can keep their photographs taken and printed at the event; and

3.2.7 At the end of the event the Client (the host) receives a USB drive with all of the photographs taken from the booth during the event.

THE CLIENT HEREWITH CHOOSES THE FOLLOWING PACKAGE:

- ☺ **MIDFLYER PACKAGE**
- ☺ **HIGHFLYER PACKAGE**
- ☺ **LOWFLYER PACKAGE**
- ☺ **FLYBY PACKAGE**

3.3 A deposit is payable as more fully set out in paragraph 4 hereunder, and the balance of the remuneration package, plus expenses are payable no later than time of arrival by the Fun Photo Booth team at the event, and before they would start to set up and commence any work in terms of this Contract. Should the balance not be paid on/before arrival of Fun Photo Booth the parties hereby expressly consent that it would be grounds for immediate termination of this Agreement by Fun Photo Booth and all costs incurred by Fun Photo Booth to honor this Agreement would be immediately payable.

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- 3.4 Expenses are subject to agreement by both parties and will include, but are not limited to fuel (subject to change and not limited to the actual price of fuel at the time of signature) accommodation if necessary and/or any other expense that may become relevant and as agreed to by both parties hereto.
- 3.5 Any extras (e.g the Guest Book range) shall be agreed upon by both parties as well as the prices thereof, and are also payable by not later than on arrival of Fun Photo Booth at the particular event herein.

4 DEPOSIT

- 4.1 A deposit of 50% (FIFTY PERCENT) of the total package that the Client selected is payable in order to finalize and secure the Client's booking.
- 4.2 No date and booking for the event will be finalized and secured, unless the Agreement herein is signed by both parties and the deposit as per paragraph 4.1 is paid in the following account:

FUN PHOTO BOOTH

ABSA BANK SAVINGS ACCOUNT

ACCOUNT NO: 926 121 0374

BRANCH CODE: 632005

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REF: FPB/DATE OF THE BOOKING

(e.g FPB/01/01/12)

4.3 In the event that the Client fails to comply with paragraph 4.2 herein the date and booking will not be secured until such time and should any other party book an event on the Client's AND comply with the terms of paragraph 4.2 herein on the Client's preferred booking date, such other booking will be finalised and secured in favour of the other party and the Agreement herein will not come into effect.

4.4 In extension of the terms as set out in paragraph 4.3 above, Marilize Jean Robertson on behalf of Fun Photo Booth will not sign this Agreement until such time the sufficient and agreed upon deposit has been paid and no Agreement will come into existence in terms of this Contract unless both parties has duly signed this Contract.

5 CANCELTATION

Should the Client choose to cancel the Agreement herein it is done subject to the following conditions:

5.1 Cancellation of the Contract herein must be done **IN WRITING**;

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- 5.2 Should the Client cancel the Agreement herein on/before 60 (SIXTY) days of the secured and finalized booking date (the date of the event to be excluded when calculating such period) the Client is entitled to 100% (HUNDRED PERCENT) of the deposit paid by the client to be refunded;
- 5.3 Should the Client cancel the Agreement herein on/before 28 (TWENTY EIGHT) days before the event (the date of the event to be excluded when calculating such period) the Client is only entitled to 50% (FIFTY PERCENT) of the deposit paid by the Client to be refunded;
- 5.4 Should the Client cancel the Agreement herein in less than 28 (TWENTY EIGHT) days before the event (the date of the event to be excluded when calculating such period) the Client forfeits the full amount of the deposit and is not entitled to any refunds thereof; and
- 5.5 In the event that that Fun Photo Booth cancels the Agreement herein at any time and for whatever reason, the Client is entitled to 100% (HUNDRED PERCENT) of the deposit paid by the Client to be refunded.

6 RIGHTS AND OBLIGATIONS OF FUN PHOTO BOOTH

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- 6.1 Fun Photo Booth is obliged to act in accordance with the terms of the Agreement herein;
- 6.2 Fun Photo Booth is obliged to deliver a service in accordance with the terms of the Agreement herein and/or as advertised by Fun Photo Booth and are as such to adhere to any representations and promises made in any advertisements and/or webpage and/or the terms of the Agreement herein;
- 6.3 Fun Photo Booth is not obliged to adhere to any terms not regulated in terms of paragraph 6.2 above; and
- 6.4 All images and photographs taken at any event in terms of this Agreement shall remain the property and under the Copyright of Fun Photo Booth and the Client expressly consent thereto that all images and photographs taken by Fun Photo Booth may be used and may be included for editorial purposes and/or trade and/or published on the website of Fun Photo Booth and/or advertising and/or for any other purpose and in any manner and/or medium.

7 RIGHTS AND OBLIGATIONS OF THE CLIENT

- 7.1 The Client shall use its reasonable efforts to ensure that the premises and contents thereof are safe and without risk for Fun Photo Booth

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staff members in order for them to render the services they are hired for;

7.2 The Client shall ensure that the staff members of Fun Photo Booth have access to ablution facilities, as well as an area specially designated for the execution of all their duties;

7.3 It is recorded that Fun Photo Booth shall render the said services to the Client only in respect of the event and/or function on the premises as agreed to in terms of the Agreement herein, and that Fun Photo Booth shall not in any way be obliged to extend its services to any portion of the premises occupied by Third Parties, nor to the assets or personnel of such Third Parties, unless specifically agreed to in writing between the parties hereto.

7.4 It is furthermore recorded that the Client will be liable for any damages to any equipment (see paragraph 1) of Fun Photo Booth incurred during the duration that Fun Photo Booth is on the premises and by any guests of the Client (see paragraph 1); and

7.5 The Client undertakes to advise Fun Photo Booth in writing about any significant risks and/or hazardous materials at the premises.

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8 **DOMICILIA AND NOTICES**

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- 8.1 The physical addresses set out in the commencement of the Agreement herein constitute the *domicilium citandi et executandi* of each of the parties for all purposes under this Agreement, including the serving of any court process or documents, giving notice, or any other communication of whatsoever nature;
- 8.2 Either party may at any time and from time to time change its *domicilium citandi et executandi* by giving the other party 14 (FOURTEEN) days notice of such change, provided that each party's *domicilium* shall always be a physical address within the Republic of South Africa;
- 8.3 If any documents, notices and/or correspondence be sent via registered mail, it will be deemed to be received on the 7th (SEVENTH) day after the date on which it is posted; and
- 8.4 If any documents, notices and/or correspondence sent via telefax and/or e-mail, it will be deemed to be received within 24 (TWENTY FOUR) hours after completion of the transmission thereof.

9 BREACH OF CONTRACT

- 9.1 In the event any of the parties to this Agreement breaches any of the terms and conditions contained herein, and neglect to restore such breach within 7 (SEVEN) days after being notified in writing by such

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party, without any prejudice to any rights of the non-defaulting party, the non-defaulting party has the right to:

9.1.1 Cancel the Agreement herein;

9.1.2 Claim any and all damages suffered as a consequence of such Breach of Contract;

9.2 In the event where the defaulting party has been put on terms in terms of paragraph 9.1, and neglects to restore such breach for whatever reason, such defaulting party will furthermore be held liable for all legal costs on the scale as between Attorney-and-Own-Client.

10 GENERAL

10.1 The rendering of the services by Fun Photo Booth shall be subject to the conditions set out herein, and these conditions shall at all time take precedence over any terms, conditions or stipulations contained in any of the Client's documentation;

10.2 This Agreement herein shall form the entire agreement between the parties and no party shall be bound by any express or implied term, representation, warranty, promise, undertaking or the like not recorded herein;

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- 10.3 No addition to, variation of or agreed cancellation of this Agreement shall of any force or effect unless reduced in writing and signed by both parties;
- 10.4 The parties may not cede or delegate any of its rights or obligations hereunder without the prior written consent of the other party;
- 10.5 This Agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the South African courts.
- 10.6 The parties hereby consent to the jurisdiction of the Magistrate's Court;
- 10.7 In the event of any of the parties hereto being a company or a Closed Corporation, the directors of members hereby confirm that they are duly authorized to sign this Agreement; and
- 10.8 The parties hereby agrees that this Agreement and al the terms and conditions thereof, include all the subsidiary or affiliated companies to the other party.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF

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CLIENT

AS WITNESSES:

1. _____

MARILIZE J ROBERTSON

2. _____

FUN PHOTO BOOTH

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY OF

AS WITNESSES:

1. _____

THE CLIENT

2. _____

FULL NAMES: