

# MR PHOTO BOOTH RENTAL AGREEMENT

## SERVICE CONTRACT

The following contract and its terms will set forth an agreement between **Mr Photo Booth** (PROVIDER) and (CLIENT) \_\_\_\_\_ the parties, for photo booth services during the designated service period. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

## SERVICE PERIOD

The Service Period will be from

[START TIME]:

[END TIME]:

[DATE]:

Provider agrees to have a Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

## PAYMENT

A **non-refundable booking fee** in the amount of \$150.00 of the total balance is due upon signing of this contract. The event is only reserved once the booking fee is received. The remaining balance is due no later than 2 weeks in advance of the client's Event Date. If the balance has not been collected by this due date, then Mr Photo Booth reserves the right to cancel the event.

## ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. Client is responsible for providing power for the Photo Booth. The Photo Booth requires a 120V, 10 amps, 3 prong outlet from a reliable power source within 50 feet (along a wall) of the set up area. The circuit must be free of all other connected loads. Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the client. The client shall provide crowd control if warranted and furnish **Mr Photo Booth** with direction to event. Client shall provide **Mr Photo Booth** with safe and appropriate working conditions and a solid floor. This includes a 10' x 15' x 8' area for set up.

## **OUTDOOR PHOTO BOOTHS**

We hope that the heavens will grant you a perfect day for your outdoor event, but there is a saying that rain on your wedding day is good luck. That's why it's important you have a "Plan B". **If you choose to place the photo booth outdoors we must be in a spot that is:**

- Totally dry
- Must be on paved or grassy surface (no dirt!)
- Protected from extremes of wind, heat and cold, and direct sunlight
- Is not too dark

Why must it be dry? We've got electrical equipment running at 120 volts and up.

Our color printers won't operate if it's too cold or too hot. And our attendants have to be at the booth throughout the event. Below 60 degrees F. or above 90 degrees, that's just unsafe and unreasonable.

Our booths need a reliable source of 120-volt AC power, one that is just for us. We can't share with a DJ because there won't be enough for both of us. And that power source has to be reasonably close to where we'll be working.

Even though our booths have lights, your guests have to be able to see us! So don't put us in a dark corner or out in the field.

If you can't put us someplace that fits these specifications, we may not be able to operate. If conditions change during an event, we may have to pack up and leave. No refunds will be given in such case.

## **DATE CHANGES & CANCELLATIONS**

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the booking fee shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

## **IDLE HOURS AND FUEL SURCHARGE**

Idle hours can be arranged with the client at an additional cost. An example of Idle Hours is when the booth is booked for 4 hours, where the booth is operational from 5pm-6pm and from 7pm-10pm. Between 6pm-7pm, the booth will be IDLE (at the client's request). This is usually for meals or speeches. This must be arranged no later than 2 weeks prior to the event date.

We will arrive 60-90 minutes prior to the service start time and depart 30-60 minutes after the service end time. If we will be required to arrive or depart outside of these windows, then idle hours will be charged.

Travel costs are covered in any package up to a 25 mile radius from zip code 48082. A separate fuel surcharge will be billed for any trips that extend further than 25 miles.

## DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's equipment caused by:

- A. Any misuse of the Provider's equipment by Client or its guests (invited or uninvited) or
- B. Any theft or disaster (including but not limited to fire, flood or earthquake). Client acknowledges Provider shall have the right to decline service to client's guests (invited or uninvited) for misuse, inappropriate photos or unruly behavior.

## INDEMNIFICATION

Client agrees to, and understands the following:

- A. Client will indemnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client.
- B. Client will indemnify Provider against any and all liability associated with the use of pictures taken within the Photo Booth its representatives, employees or affiliates at Client's event.

## REFUSAL/DISRUPTION OF SERVICE

We are not the "fun police", but in some very rare occurrences we reserve the right to immediately refuse service, pack up, and depart from the venue. Service will be disrupted without a refund if:

- The attendants are harassed, threatened, or abused by any guests.
- The equipment is damaged by the guests.

## CHILDREN UNDER 12

Children love our photo booths and we love making everyone happy. In some cases, however, we may decide to enforce our "**children under 12**" policy in an effort to maintain order in and around the photo booth. The "**children under 12**" policy states that **Children under the age of 12 will not be permitted in the photo booth without an adult present.** The adult does not need to be in the photo with the child/children, but they must be supervising. We **very rarely** have to enforce this policy.

## DRESS

We want to dress appropriately for you event. If you have any suggestions please indicate below. Not all requests are practical (example: Ugly Sweater Party outdoors in August) and some request might incur additional costs (formal tuxedos, specialty costumes).

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**MODEL RELEASE OPTION PLEASE SELECT YES OR NO.**

YES - I agree to the model release below

NO - I do not agree.

We realize some clients of ours as well as others wish the photos to remain private which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy.

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Mr Photo Booth**, 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. In addition, I hereby release, discharge and agree to **Mr Photo Booth**, 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.

\_\_\_\_\_

Initial

\_\_\_\_\_

Date

**ONLINE PHOTO HOSTING**

We offer online photo hosting for all of our events at no additional charge so your friends and family can share and download their favorite memories. We will not host any photos of events at schools. Please let us know how you would like us to share your photos online:

Share online

Share online (w/ password)

Do not share the photos

**MISCELLANEOUS TERMS**

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. In the event Provider is unable to supply a working Photo Booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use.

## CLIENT CONTACT INFORMATION

NAME	
COMPANY	
ADDRESS	
CITY, STATE, ZIP	
TYPE OF EVENT	
PHONE NUMBER	
ALT PHONE NUMBER	
EMAIL ADDRESS	

## VENUE CONTACT INFORMATION

NAME	
ADDRESS	
CITY, STATE, ZIP	
POINT OF CONTACT NAME	
POINT OF CONTACT PHONE #	
POINT OF CONTACT EMAIL	
NUMBER OF EXPECTED GUESTS	

## VENUE REQUIREMENTS

Please communicate with the venue coordinator that we require the following. If you are unable to request this from the venue coordinator, please send us their information and we can contact them on your behalf.

- 1 Six- or Eight-Foot Table
- 2 Chairs
- 10 x 15' floor space

## MEALS

For most events, we plan to have 2 attendants operating the photo booth for the duration of the event.

**Will the attendants be welcome to eat the venue provided meal?**

Yes, the attendants may eat

No, please eat before arriving

## GRATUITY

We don't charge gratuity and we never assume that we can put out a TIP JAR, but at several events our guests and clients have asked us "Where is your Tip Jar?" **Please let us know if you approve of a Tip Jar for your event.**

Yes, you may use a Tip Jar

No, please do not use a Tip Jar

## PHOTO DESIGN

We will customize your photo layout to match the theme of your event. We allow for up to 3 revisions of your layout. After the 3<sup>rd</sup> revision, a fee of \$15/revision will be billed. Traditionally, we have room for 2 lines of text. **Please tell us what you'd like the footer of your photos to say.**

Line 1: \_\_\_\_\_

Line 2: \_\_\_\_\_

We can modify the layout if you wish to include graphics, logos, more text, etc. **If you have any other input on your photo layout, please tell us what you would like.**

## PAYMENTS:

Date	Amount	Description	Note	Remaining Balance

Signature: \_\_\_\_\_

Mike Reardon, Owner