



www.photoboothrus.com
(619) 861-5010

Photo Booth R Us, LLC Rental Agreement

The following contract and its terms will set forth an agreement between Shawn Bagby

DBA Photo Booth R Us, LLC and

pictures taken within Photo Booth R Us LLC; its representatives, employees or affiliates at Client's event.

(the customer), for photo booth services for an event taking place at:

This written agreement 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:

\_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_. We will arrive approximately 30-45 minutes before the service period begins. If you would like us to arrive earlier you will be charged for idle time. Provider agrees to have the Photo Booth operational for 95% of this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc.

PAYMENT

A non-refundable retainer in the amount of 50% of total balance is due upon signing of this contract. The remaining balance is due 30 days prior to your event. If payment is received after this date, client forfeits deposit and this agreement could be voided at the providers discretion. We accept Cash, Visa, MasterCard, Discover (2.3% + \$0.15 card charge) and American Express (5.5% + \$0.15 card charge).We do not secure your date on our calendar until the deposit or full payment is received.

If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$150 per hour, billed in half-hour increments of \$75. Payment for any overage in time must be paid before additional hours are provided

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. The photo booth requires a space 6' deep x 6' wide x 7 1/2' high. Client is responsible for ensuring power is available for the Photo Booth. (110V, 5 amps, 3 prong outlet).

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 retainer shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

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, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

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

MODEL RELEASE

checkbox

I elect to opt out of the model release

We realize some clients want the photos from their event to remain private, which is why we have the option for you to opt out. Simply make us aware of this and notate that in this agreement. 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 given to Photo Booth R Us LLC: 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 save harmless Photo Booth R Us LLC 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.

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 disagreements via arbitration. In the event Provider is unable to supply a working photo booth for at least 95% 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.

The Provider:

Shawn Bagby Photo Booth R Us LLC

Representative: Shawn Bagby

Printed Name: Shawn Bagby

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

Printed Name: \_\_\_\_\_



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Costs:	
Basic Package	
Enhancements: Videos, Scrap Book, Props, CD, Flash Drive	
Travel Fees	
Idle Time	
Total	
Deposit (Required to save Date)	
Balance: (see "PAYMENT" in rental agreement)	
Credit Card Information	
Name On Card	
Card Type (Choose from Below)	
<input type="checkbox"/> Visa	
<input type="checkbox"/> Mastercard	
<input type="checkbox"/> Discover	
<input type="checkbox"/> American Express	
Credit Card Number	
Expiration Date	
3 or Digit Verification Number	
Billing Zip Code	

A non-refundable retainer in the amount of 50% of total balance is due upon signing of the agreed contract. The remaining balance is due 30 days prior to your event. Visa, Mastercard and Discover will be charged 2.3% + \$0.15 as a card charge and American Express 5.5% + \$0.15 as a card charge. We do not secure your date on our calendar until the deposit or full payment is received.

Make Deposit

Charge Full Amount

I hereby authorize Photo Booth R Us, LLC to charge the above referenced credit card and to apply said charges toward the rental of the Photobooth. I understand that it shall remain my obligation to notify Photo Booth R Us, LLC in writing 30 days in advance of my intent to forfeit my agreement.

Customer Signature: \_\_\_\_\_ Representative: **Shawn Bagby**

Customer Printed Name: \_\_\_\_\_ Printed Name: **Shawn Bagby**

Date: \_\_\_\_\_