



Photo Booth Rental Agreement

SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Every Smile's A Memory(Provider) and _____ the parties, for photo booth services for an event taking place on _____. 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 _____ to _____ on [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 printing / change of printer ink / camera adjustments.

PAYMENT

A non-refundable deposit in the amount of \$100.00 of the total cost is due upon signing of this contract. The remaining amount is due two weeks in advance of Client's event date of _____. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$50.00 fee for any and all returned checks that was paid to Provider as payment for any service.

ACCESS & SPACE FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at event's venue. Client is responsible for finding a space by an outlet for printer plug in. 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 Every Smile's A Memory with directions to event. Client shall provide Every Smile's A Memory with safe and appropriate working conditions and a solid floor.

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 deposit 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 PROVIDERS EQUIPMENT & REFUSAL

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) of (b) Any theft of disaster (including but not limited to fire, flood or earthquake). Client acknowledges Provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, inappropriate photos or unruly behavior. If any props / backdrops / equipment is/are damaged or taken during the event, there is going to be a charge of \$300.00 payable to Every Smile's A Memory. You will have 15 days to pay this fee for damages. We understand that people of all ages will come to your event. Please try to keep props on the table after use, children tend to run off with props and not bring them back. Each time a prop is misplaced or broken Every Smile's A Memory has to replace it. We are not responsible for props being taken or lost when it is out of our (Every Smile's A Memory) control.

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.

MODEL RELEASE OPTION (please circle one)

YES, I AGREE NO, I DO NOT AGREE to model release below. 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 website, but understand your privacy.

*Client agrees to and understands the following: All guests using the photo booth hereby give to Every Smile's A Memory, 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 Every Smile's A Memory, from any liability, that may occur or be produced in the taking of said picture(s) 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 several from the rest of this contract and shall not effect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Every Smile's A Memory 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/printer/camera 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 at the event, the Provider will be allowed to give a website to the Client where the guests can log onto and look at their photos. Every Smile's A Memory will make a flash drive or CD with print rights and give to client after the event date.)

CONTACT INFORMATION

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Type of Event: _____

Cell Phone: _____

Email Address: _____

Event type and Venue information: _____

INCLUDED:

Photographer

____ hours of time

1 to 300(2x6) photos (>150 at an additional cost)

Props

Red Velvet Backdrop (themes at an additional cost)

If you need more than 300 photos, then it is an additional cost of \$100.00 for ink and paper.

Additional hours for photographer/booth operator cost is \$150.00 per hour.

Please allow your photo booth time to be earlier than later during your event.

Payments accepted: Cash, Check, PayPal or Credit Card

Photo Booth \$_____

Total _____

\$100.00 Deposit paid on _____

Balance of \$_____ to be paid two weeks prior to event date on _____.

Client E-Signature _____ Date _____

I (client) understand that typing my name constitutes a legal signature confirming that I acknowledge and agree to the above contract.

Signature: Cynthia Watts @ Every Smile's A Memory Date _____

You can email or mail your contract to:

Cynthia Watts

Every Smile's A Memory, LLC

502 Towne Ct. / Alvin, Tx 77511

syndiloo@msn.com