



The Foto Booth Girlz Rental Agreement

<http://www.thefotoboothgirlz.com>
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The following contract and its terms will set forth an agreement between The Foto Booth Girlz (Provider) and _____ (Client), for Mirror X Photo Booth services for an event taking place on _____, from the hours of _____ to _____ with additional time for clean-up, set up, and break down as needed. 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 (Date and Time) will be confirmed via email. Provider agrees to have the photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting lighting, adjusting printer, and etc).

PAYMENT

A non-refundable \$300 deposit is due upon signing of this contract via Cash, Check, or Venmo/PayPal unless otherwise agreed upon via email. The remaining amount is due 14 days prior to the Client's event unless otherwise agreed upon via email. Should event be booked within 14 days of the event date, full payment is due upon signing of this contract unless otherwise agreed upon via email. The date will be reserved once a signed contract and deposit or full balance are received. Provider will send an email confirmation of receipt of contract and all deposits and payments to Client.

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 dry and level floor space of at least 10' x 10' x 8'. Client is responsible for ensuring power is available for the photo booth. The photo booth requires a 110V, 10 amps, 3-pronged outlet from a reliable power source within 15 feet (along a wall) of the setup 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.

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. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

EXTRA TIME / ADDITIONS

The event schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. Client and Provider agree that cheerful cooperation and punctuality are therefore essential to that purpose. Services commence at the scheduled start time. Additional time can be requested at a per hour rate, billed upon request.



PARKING

Client shall provide parking for the Provider's vehicle while at the Client's event.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that Client shall be responsible for any damage or loss to the Provider's Equipment caused by any misuse of the Provider's Equipment by Client or Client's guests (invited or uninvited) or by any theft or disaster (including acts of god, 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 that may or may not result in the damage of Provider's equipment.

REFUSAL OF SERVICE/ DISRUPTION OF SERVICE

Provider and its photo booth attendants (Agents) reserve the right to immediately refuse service, pack up, and/or depart the venue without a refund due to any of the following occurrences:

- (a) Provider and/or its Agents are harassed, threatened, assaulted, or abused by any guests (invited or uninvited) or patrons of the venue
- (b) The equipment is damaged by guests (invited or uninvited) or patrons of the venue

OUTDOORS SERVICES

We do allow services for our guests who opt for an outdoor event. However, the additional requirements must be met:

- (a) Photo booth setup must be in an area guaranteed to be totally dry, including in the event of an act of God such as storm, flood, and or in a remote area to avoid damage by fire
- (b) The area must be level paved or grassy (even grass and no mud or dirt)
- (c) The area must be protected from extremes of wind, heat and cold, and or direct sunlight
- (d) The area must not be too dark to ensure quality of photographs

Outdoor services must meet these additional requirements to ensure the safety of Provider's equipment as well as the quality of services for the Client and their guests. If these specifications are not met, Provider may not be able to operate. If conditions change during an event, Provider may have to pack up and leave. If such is the case, no refunds will be distributed.

CHILDREN UNDER 12

Provider and its Agents reserve the right to enforce a "Children Under 12" policy in order to insure the safety of the photo booth equipment as well as the safety of guests (invited or uninvited) and other patrons of the venue. This policy requires children under 12 to be accompanied by an adult near or in the photo booth area. The adult need not be in the photo with the child or children but must be present in a supervising capacity.



INDEMNIFICATION

Client agrees to, and understands the following:

(a) Client will indemnify the 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 or Client’s event.

(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.

LIMITATION OF LIABILITY

In the unlikely event of severe medical, natural or other emergency, it could be necessary for Provider to substitute a different employee. Provider will make every effort to secure a replacement for the event. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments, including initial Deposit.

MODEL RELEASE

The Client gives the Provider the right to use the photographs and videos from the Client’s event in all forms in all manners, including but not limited to the Provider’s portfolio page and or website.

YES, I agree to the model release below. NO, I do not agree to the 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 The Foto Booth Girlz 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, Client hereby agrees to release, and discharge The Foto Booth Girlz 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.

COVID-19 RELEASE

Client acknowledges due to the contagious nature of COVID-19, guests (invited or uninvited) may potentially be exposed to and/or infected by COVID-19 by using the photo booth and/or props. Such exposure or infection may result in personal injury, illness, permanent disability, and possibly death. Client agrees to release The Foto Booth Girlz from all liabilities, claims, actions, damages, costs or expenses that may occur resulting from the use of the photo booth and/or props before, during and after the event.

Client Initials Acknowledging COVID-19 Liability Release Clauses: _____
Initial here



GOOD FAITH AND FAIR DEALING

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will take place at an agreed upon location in the state of Louisiana. The arbitration will be governed by the laws of the state of Louisiana. The parties will select the arbitrator(s) according to the rules of the American Arbitration Association.

Client Initials Acknowledging Good Faith and Arbitration Clauses: _____
Initial here

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. For the purposes of this agreement, email will be considered writing however will not constitute a binding agreement without this agreement in place.

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 during the full duration of the event, the Provider will issue a full refund. The Provider will print 1 set of copies of the photos and a USB drive from the event and provide it to the Client after the event, if the printer fails.

AMENDMENTS

This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and Provider at the time of this contract's signing shall be recognized as amendments to this contract.



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Contact Information

Name	
Company	
Address	
City, State Postal Code	
Type of Event	
Date of Event	
Time of Event	
Cell Phone #	
Other Phone #	
Email Address	

Venue Information

Venue Name	
Venue Address	
Venue City, State Postal Code	
Contact Name	
Contact's Phone #	
Contact's Email Address	
Number of Expected Guest	
Type of Parking (Free or Pay)	
Notify Venue about space for The Foto Booth Girlz	<p>Please notify the venue and let them know a photo booth was rented and to allow space for it. Need 10' x 10' x 8' for photo booth and props.</p> <p><input type="checkbox"/> Yes, I will notify the venue about the space for the photo booth and provide The Foto Booth Girlz a confirmation by email.</p>

