

Making Memories Last Photo Booth Rental Agreement

SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Making Memories Last Photo Booth (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 these times: _____ 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 maintenance of the Photo Booth.

PAYMENT

A non-refundable deposit in the amount of \$125.00 of the total cost is due upon signing of this contract. The remaining amount is due at the time of service. 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 which Client may write to Provider as payment for any service by Provider or rental of Provider's equipment.

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 110V, 10 amps, 3 prong outlet from a reliable power source within 50 feet (along a wall) of the set up area. The client shall provide crowd control if warranted and furnish Making Memories Last with directions to event. Client shall provide Making Memories Last with safe and appropriate working conditions and a solid floor. This includes a 10' x 20' x 8' area for set up.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made at least thirty days in advance of the original event date. Change is subject to photo booth availability. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

DAMAGE TO PROVIDER'S 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 or
- b) Any theft).

Client acknowledges Provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, inappropriate photos or unruly behavior.

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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 it's representatives, employees or affiliates at Client's event.**

MODEL RELEASE OPTION **P**LEASE CIRCLE ONE.

YES I agree to the model release below or

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 **Making Memories Last 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 **Making Memories Last 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.

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 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.

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CONTACT INFORMATION:

Name	
Company	
Address	
City, State, Zip	
Type of Event	
Cell phone contact	
Other Phone#	
Email address	

VENUE INFORMATION:

Name	
Address	
City, State, Zip	
Phone #	
Contact person & Cell phone	
Email address	
IMPORTANT!!!! DONE _____	MAKE THEM AWARE EARLY!! YOU HAVE A PHOTO BOOTH RENTED AND TO ALLOW SPACE FOR IT. NEED 10' X 20' X 8' FOR PHOTO BOOTH AND PROPS.
Number of guests expected	

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PHOTO BOOTH INFORMATION:

Payments accepted: Cash, Check or Credit Card.

\$125.00 Deposit Date paid _____ Cash /Check #/Credit card _____

Balance of: \$ _____ to be paid at the time of service, which would be due on: _____

Signature: _____

(Or type in your name if submitting via email)

Please fax or e-mail completed contract. If you have any questions feel free to contact us!

Don't forget to make yourself a copy of completed rental agreement.

Jamie Ries

Making Memories Last, Tucson, AZ 85730 Phone: (520) 304-7808

MAKINGMEMORIESLASTPB.COM