

**PHOTO BOOTH RENTAL AGREEMENT**

This Photo Booth Rental Agreement is dated as of \_\_\_\_\_ and is between \_\_\_\_\_ (the “Company”) and \_\_\_\_\_ (“Client”).

Client contact information:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Company contact information:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Event venue address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **Rental.** Client hereby rents from the Company the following described photo booth (“Booth”): \_\_\_\_\_  
\_\_\_\_\_

The Booth provides:

- Printed color photos
- Printed black and white
- Digital photos
- Other. Describe: \_\_\_\_\_

2. **Date and Times.** The date(s) for the rental of the Booth shall be \_\_\_\_\_

The Booth shall be available for use at the Event between the following hours:

\_\_\_\_\_  
\_\_\_\_\_

Approximate Booth set-up time: \_\_\_\_\_



3. **Event.** The Booth shall be used for the following event: \_\_\_\_\_

4. **Delivery.** The Company shall deliver and set up the Booth on the day of the Event, sufficiently prior to the commencement time of the Event as specified above. Client shall ensure that the following power and electrical outlets shall be available for the Booth set up and use: \_\_\_\_\_ . Prior to the commencement of the Event, the Company shall demonstrate to Client how to use and troubleshoot the Booth. Client shall be responsible for selecting the appropriate location for the Booth to be set up at the Event.

- Company representative will be present throughout the Event to facilitate the usage of the Booth.
- The Booth shall be 'self-service' and following delivery, set up, and instructions on usage, Company representatives will depart the Event venue and will not be on-site throughout the Event.

5. **Base Fee.** The base rental fee for the rental of the Booth as contemplated herein shall be \$ \_\_\_\_\_. First deposit in the amount of \$ \_\_\_\_\_ shall be due and payable to the Company by no later than \_\_\_\_\_. The balance of the base rental fee shall be paid in full on or before \_\_\_\_\_. If Client fails to pay the deposit or base rental fee by the deadline specified in this Section 5, the Company shall have the right to deem the rental under this Agreement cancelled, and shall have the right to retain any deposit previously paid, not as a penalty but rather as liquidated damages for the lost opportunity and to compensate the Company for its damages as a result of such deemed cancellation.

6. **Excess Time Fee.** The Company will break down and retrieve the Booth at the end time specified above. If additional time is desired by Client, there shall be an additional fee of \$ \_\_\_\_\_ per \_\_\_\_\_ for such additional time usage.

7. **Indemnity.** Client shall be responsible for any damage to the Booth that occurs during the Event. Client shall indemnify and hold the Company harmless from and against any and all damage to the Booth occurring during the Event, including without limitation due to use or misuse of the Booth, and any and all damage due to theft, flooding, fire or other disaster, casualty, or unforeseen event.

8. **Props.**

Included in the base rental price specified above, the Company will supply a 'prop box' containing various photo props, including hats, costume glasses, and other novelties, all for use



in connection with the Booth. All such props shall remain the property of the Company and shall be relinquished to the Company at the conclusion of this rental.

'Prop box' shall cost an additional \$ \_\_\_\_\_ over and above the base rental fee.

9. **Date Changes and Cancellations.** Any date change or cancellation must be provided at least \_\_\_\_\_ days before the Event date specified above. Cancellation by Client for any reason after such date shall result in a forfeiture of \$ \_\_\_\_\_. The Company shall endeavor to accommodate any date change requests, but no assurance can be given that the Booth will be available on the desired different date.

10. **Photo Release.** Client hereby grants permission to use any photograph, video, or other digital media in any and all of the Company's publications, including web-based publications, without payment or other consideration. Client, on behalf of its guests and invitees, hereby waives any right to inset or approve the finished product wherein its likeness may appear. Client waives any royalties or other compensation arising or related to the use of any such photo.

11. **Additional Provisions.** This Agreement shall be governed by the laws of the state in which the Event is located. Any amendment to this Agreement must be in writing and signed by the parties. The parties agree that any disagreement hereunder shall be resolved by binding arbitration. Though not anticipated, in the event the Booth, printer, or related equipment fails to work for more than 25% of the Event time, the Company shall refund Client \$ \_\_\_\_\_ of the base rental fee paid by the Client.

12. **Special Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties execute this Agreement, intending to be legally bound hereby, as of the date set forth above.

**The Company:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**The Client:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



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