# JS Photo Booth Rental Contract:

## DEPOSIT AND REFUND

A deposit in the amount agreed upon is required at the time of signing this agreement. Deposit is non-refundable 60 days or less prior to event date. Acceptable forms of payment are: cash, and major credit cards. The deposit secures the event date and times for the client and is refundable no less than 60 days prior to event date. Client will pay a $50.00 fee for any and all returned checks.

## BALANCE DUE

Balance is non-refundable 30 days or less prior to the event. Photo booth services will not begin until the balance is paid in full. Payment for any overage in time must be paid before additional hours are provided.

## PHOTO BOOTH OPERATIONS

JS Photo booth agrees to have the photo booth operational for the time period specified; however, in some situations operations may need to be interrupted for maintenance, service and/or photography optimizations. JS Photo booth agrees to send a qualified technician onsite to maintain and operate the photo booth. Should JS Photo booth fail to provide a fully operational photo booth during the agreed upon times, the client's only remedy is a refund of payment received. Client agrees that JS Photo booth will not be responsible for consequential damages. If only partial services can be provided due to conditions beyond our reasonable control, then the rental charges shall be on a prorated basis.

## PHOTO BOOTH SETUP/TEARDOWN

JS Photo booth will deliver setup and remove the photo booth from event location. Operation of photo booth times may be adjusted if event location or client ends the event prior to the contracted end time and no refund of money will apply. The area where the photo booth is to be set up is reasonably accessible and has level ground. JS Photo booth requires access to venue at least 60 minutes before the event and 30 minutes after the event for setup and takedown.

## SPACE & PLACEMENT REQUIREMENTS

Client agrees to provide: (1) A minimum 6' x 8' area for our photo booth
(2) 110V, 20 amps, 3 prong standard electrical outlets within 40 feet of our designated area

# INCLEMENT WEATHER

JS Photo booth reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, JS Photo booth compensation will not be affected if operation is ended.

# LIABILITY AND INDEMNIFICATION

JS Photo booth shall not be liable under any contract for direct, indirect, incidental or consequential damages (including without limitation, damages for lost profits or increased expenses) with respect to any claim arising from or related in any way to this agreement and services provided. The Client will indemnify and hold harmless  JS Photo booth and any photo booth attendants who are independent contractors working with JS Photo booth at time against any and all liability related to Client's Event from the time of service and on into the future. Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of JS Photo booth or its employees, agents, or subcontractors.

# DAMAGE TO JS PHOTO BOOTH EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the JS Photo booth equipment caused by: a) any misuse of the equipment by Client or its guests, or b) any theft or disaster (including but not limited to fire, flood or earthquake). c) Loss of power or power surges to the photo booths at any time resulting in loss of pictures or damage of software and/or equipment

# MODEL RELEASE (We will exclude this release upon request)

All guests using the photo booth hereby given to JS 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.

ONLINE GALLERY WITH YOUR DOWNLOADABLE DIGITAL PICTURES

○ Yes

○ No

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  If YES, you give approval to JS Photo booth to host event images online, client hereby releases, discharges and agrees to hold harmless JS 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. 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. This agreement constitutes the entire agreement and supersedes all prior oral, written and other agreements between the parties with respect to the subject matter hereof. This Agreement may only be amended in writing signed by JS Photo booth and Client.

- 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. This agreement constitutes the entire agreement and supersedes all prior oral, written and other agreements between the parties with respect to the subject matter hereof. This Agreement may only be amended in writing signed by JS Photo booth and Client.

**I AGREE TO THE TERMS ABOVE**

**SIGNATURE & DATE**

Client: _____ Date_____

Client: _____ Date_____

JS Photo Booth _____ Date_____