

Dubuque & Davenport, Iowa 's #1 party attraction! –PH: (563) 564-8064

## 2018-2019 Rental & Service Agreement

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

Mailing Address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Date: \_\_\_\_\_ Type of Event: \_\_\_\_\_ # of Guests: \_\_\_\_\_

Event Location: \_\_\_\_\_ INDOOR/OUTDOOR

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

If a wedding, is the ceremony & reception at the same venue?: **YES / NO**

If No, 2<sup>nd</sup> location: \_\_\_\_\_

Package Name: \_\_\_\_\_ Package Price: \_\_\_\_\_

Additional Service: \_\_\_\_\_ Price: \_\_\_\_\_

Total Remaining Balance after \$200 deposit: \_\_\_\_\_

### Other Information

Layout Name: \_\_\_\_\_ : Strips \_\_\_\_\_ Postcard \_\_\_\_\_

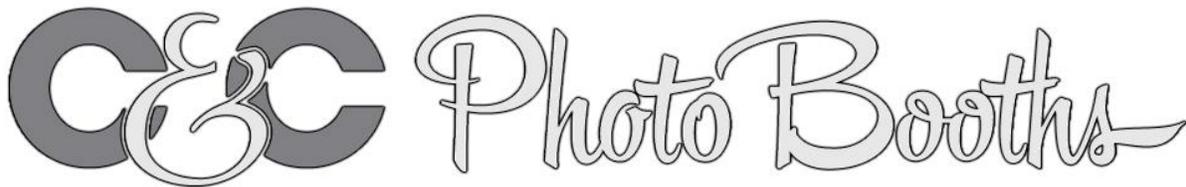
What do you want your photos to say? \_\_\_\_\_

Colors/theme of the event: \_\_\_\_\_

Backdrop Type: \_\_\_\_\_

Would you like your photo gallery posted to Facebook for sharing/tagging? **YES / NO**

How'd you hear about us? \_\_\_\_\_



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#### SERVICE PERIOD

Provider agrees to have a C&C Photoboosths operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth, specifically, paper and ink changes. Provider will arrive a minimum of 45 minutes before the above time.

#### PAYMENT

A non-refundable reservation fee in the amount of \$200 is due upon signing of this contract. The remaining amount is due 10 days in advance of client's event. If there is 10 days or less before the event, payment in full will be required at booking. If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the following rates: \$100 per hour. Payment for any overage in time must be paid before additional hours are provided. 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.

#### SPACE & POWER

Client will arrange for an appropriate space and access for the Photo Booth at the event's venue. Photo booth requires 8 x 8 total space. If the booth is placed outdoors client shall provide overhead shelter for the photo booth and sufficient protection from the elements. Client is responsible for providing power for the photo booth (110V, 15 amps, 3 prong standard outlet) within 25 feet from our designated area. Provider 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, Provider's compensation will not be affected if operation is ended.

#### 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 non-refundable reservation fee shall be forfeited and event cancelled. If event is cancelled for any reason, the non-refundable reservation fee is forfeited.

#### 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. 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 no service is received, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

**Client Signature:** \_\_\_\_\_

**C&C Representative:** \_\_\_\_\_

**Send Deposit/Payment to: K. Hagerty - 158 Wisteria Lane, Bettendorf IA 52722**