



Movin-Tunes Photo Booth Rental Agreement

SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Movin-Tunes Photo Booth (Provider) and _____ the parties, for photo booth services in the amount of \$ _____ 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: _____ to _____ 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 booking fee in the amount of 50% of the total cost is due upon signing of this contract. The remaining amount is due 14 days prior to event date.

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 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. The client shall provide crowd control if warranted and furnish Movin-Tunes with directions to event. Client shall provide Movin-Tunes 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 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 booking fee shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.



DAMAGE TO PROVIDER'S EQUIPMENT

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 (invited or uninvited) b) Any theft or disaster (including but not limited to fire, flood or earthquake). Client acknowledges Provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, inappropriate photos or unruly behavior.

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 PLEASE 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 gives to Movin-Tunes 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 Movin-Tunes 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 their 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.