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AGREEMENT FOR PHOTO-BOOTH RENTAL SERVICES SAMPLE CONTRACT - SAMPLE CONTRACT

This Agreement is between **Party Booths Digital Photo Booth Rentals** (hereinafter "Party Booths"), and **John Doe** (hereinafter "Client") relating to the **wedding reception** of **Bill Johnson and Tina Johnsen** which will take place at **Johnson & Johnson located at 123 Johnson Blvd in Johnson City, NY on Saturday, December 13, 2014.**

LEVEL OF SERVICE: The parties agree that Party Booths shall furnish **Four Hours of Standard Size Photo Booth Rental Service.** Total coverage will include up to **four** continuous hours of service which includes an onsite attendant, unlimited printing of photo booth index prints for the duration of booking, props, customization on photos, web posting of the images to a private password protected gallery on its website, and a DVD or email link of the image files for the fee of **\$895.00.**

PAYMENT: Party Booths acknowledges receipt of four hundred dollars of the fee as a retainer upon remittance. Client agrees to pay the remaining fee plus any applicable sales taxes, at least thirty days before the event day. Failure of Client to pay will result in a breach of this Agreement (and forfeiture of all deposits paid) and will release Party Booths of all obligations in connection with this Agreement.

OVERTIME: The rate for coverage beyond **four** hours is \$150.00 per hour.

OPERATION REQUIREMENTS: Client acknowledges Party Booths must have access to the event space at least two hours prior to the rental service start time. Client will ensure that a table for guest print-outs, and one standard, three-prong outlet will be made available to Party Booths on the day of the event (if only a two-prong outlet is available, Party Booths will provide a two-prong adaptor at no cost given that client informs Party Booths at least one week prior to event). Client agrees Party Booths will not be held liable for any lack of service due to client's failure to provide these minimal requirements.

EQUIPMENT DAMAGE: Client will not be reimbursed for rental time lost due to willful or accidental damages to equipment inflicted by client or guests. Should client or any guest be physically or verbally violent towards Party Booths staff or equipment, Party Booths holds the right to end the rental service early with no compensation for lost rental time to client.

LIMITATION OF LIABILITY: While every reasonable effort will be made to produce and deliver an outstanding service, Party Booths entire liability to Client for any breach of this Agreement, claim, loss, or injury arising from Party Booths performance is limited to a refund to Client of amount paid for its services less the value of the services provided.

No refund will be given if client elects to not use all of the time rented from PB. For example, if your rental is from 4pm-10pm yet the party ends early at 9pm and you instruct our attendant to tear down and leave early, you will not be eligible for a refund of the 1 hour that did not get used.

CANCELLATION: If Client cancels these services in writing more than 90 days prior, the full sum of the deposit will be refunded. If cancellation occurs within 90 days of your event, we will still refund your deposit *if* we are able to secure a new booking for your specifically reserved photo booth. Party Booths warrants that in the event of a cancellation, reasonable effort will be made to secure a replacement assignment of at least equal value. If cancellation occurs less than 30 days prior to the event, Party Booths will not refund any portion of fees paid toward Photo Booth Services.

X

Acceptance of contract terms by John Doe

Today's Date