

***Modern West Photobooth LLC Full Service Package Rental Agreement***

The following Agreement (“Agreement”) & its terms are entered into this \_\_ day of , 201\_ (the “Effective Date”), by and between Modern West Photobooth LLC (“Provider”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client(s)”) for photobooth services for an event taking place on \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Event Date”) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Event Location”). Provider and Client may hereinafter be referred to individually as a “Party”, and collectively as the “Parties.”

**Recitals**

 **WHEREAS**, Client(s) desire the use of photobooth services provided by Provider for an event taking place on a determined date; and

 **WHEREAS**, Provider is willing to perform such services in accordance with the provisions of this Agreement.

**NOW THEREFORE**, in consideration of the promises and the representations and subject to the terms and conditions contained herein, the Parties agree as follows:

**Service Period**

The Booth Operational Period will be from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Set up will be from approximately \_\_\_\_ to \_\_\_\_\_ & take down will be from approximately \_\_\_\_ to \_\_\_\_\_ with a combined Total Service Period of \_\_\_\_\_ to \_\_\_\_\_\_\_. Provider agrees to have the photobooth operational for a minimum of 80% of the above referenced Booth Operational Period, allowing for maintenance of the photobooth, if needed. Client agrees to a fee of $50 per idle hour outside of the above Total Service Period.

**Payment**

A non-refundable deposit in the amount of $250.00 is due upon signing this contract. Client’s Event Date is not secured until the deposit is received. The remaining total balance for the options selected (see attached Package Selection Form (Attachment A)) will be due two (2) weeks in advance of Client’s Event Date of \_\_\_\_\_\_\_\_\_\_\_\_. If payment is received after the previously mentioned date, client may be subject to a 10% late penalty fee. Client agrees that in addition to any and all other legal rights and remedies that the Provider may have, Client will pay a $50.00 fee in addition to satisfying payment of the deposit & balance as mentioned above for any and all returned checks that Client may write to Provider as payment for any service by Provider or rental of Provider’s equipment. Client will make all payments payable to “Modern West Photobooth LLC” unless otherwise instructed. Payment accepted via cash or check. PayPal payment is optional, but will result in a 3% processing fee.

**Access, Space & Power**

Client will arrange for an appropriate space for the photobooth at the Event Location. Client is responsible for fulfilling the following access, space & power requirements for the photobooth*.* Client shall provide Modern West Photobooth LLC with safe & appropriate working conditions & solid/level floor space. This includes an indoor (unless otherwise agreed upon) 10 foot by 10 foot area for set up, an outlet with no other users & no dimmer. Photobooth may be placed in an exterior location provided it is properly protected from weather & Provider must be notified and give approval that Photobooth will be placed at an exterior location at least fourteen (14) days prior to event date & arrangements must be made at that time.

**Date or Package Changes, Service Time Overages & Cancellations**

Any request for a date or package change must be made in writing via email & approved at least thirty (30) days in advance of the original event date. Change is subject to photobooth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the deposit shall be forfeited and event cancelled. Any cancellation occurring less than thirty (30) days prior to the event date shall forfeit all payments received. Provider will agree to additional hour(s) at any time only if Provider is available for the additional time & Client may be subject to signing an Amendment to this Agreement to incorporate additional time and/or services agreed upon by both parties. Client will be subject to payment for the additional time of service if verbally agreed to on or before Event Date, even if not written in this contract. Any payment for Service Time overages outside of this contract will be due within fourteen (14) days after the Client’s event.

**Service Discontinuation**

Provider reserves the right to discontinue services at any such time during the event that the Photobooth Operator or Provider feels that the integrity or safety of the Provider &/or Providers equipment is compromised. In the event services are discontinued, Client will not receive a refund in part or in full unless other arrangements have been made.

**Damage to Provider’s Equipment & Refusal**

Client acknowledges that it shall be responsible for any damage or loss to the Provider’s equipment and/or inventory caused by: a) Any misuse of the Provider’s equipment by Client or its guests (invited or uninvited) or 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 the Client’s guest (invited or uninvited) as it pertains to misuse, inappropriate photos/posing or unruly/destructive behavior. Please note that children age 12 and under may not use the photobooth unless they are accompanied by an adult.

**Indemnification**

Client agrees to & understands the following: a) Client will indemnify and hold harmless Provider against any and all liability related to Client’s event during or after Client’s event. Client will indemnify and hold harmless Provider from time of service and on into the future, against any liability associated with Client and b) Client will indemnify and hold harmless Provider against any and all liability associated with the use of pictures taken within the photobooth, it’s representatives, employees or affiliates at Client’s event.

**Model Release Option (please choose one):** We realize some clients of ours as well as others choose that their photos and other media remain private. We would love to use your photos and other media (including gifs, boomerangs & videos) on our website and social media platforms, but understand your privacy. Please understand that by choosing “No,” the digital photo album available on our website will be private to you only & your guests will not have access to them unless you provide them with the access information.

Client agrees to & understands the following: All guests using the photobooth hereby give Modern West Photobooth LLC the right & permission to copyright and use any & all photographs/media taken at Client’s event for purposes of illustration, art, promotion, advertising, trade or any other purpose. In addition, I hereby discharge/release Modern West Photobooth LLC from any liability that may occur or be produced in the taking of said picture(s)/media in any subsequent processing thereof, as well as any publication thereof, including & without limitation to any claims for libel or invasion of privacy.

**[ ]** Yes: I agree to the model release above OR

**[ ]** No: I do not agree.

**Miscellaneous Terms**

This Agreement, including the Package Selection Form A (Attachment A), constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all previous communications and negotiations, whether written or oral. Any amendment or modification to the subject matter herein shall be in writing and shall be signed by the Parties. If, for any reason, any provision of this Agreement is held invalid, unlawful, void, or for any reason unenforceable, such invalidity shall not affect any other provision of this Agreement, and each other provision shall, to the fullest extent consistent with law, continue in full force and effect. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. 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 photobooth 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 physical photographs on-site & print option has been selected, the corresponding print charge will be refunded at a prorated amount based on the amount of services received.

**All Sales Are Final**

Client understands & agrees that all sales & service fees are final.

**Payments Accepted: Cash/Check (NOTE: PayPal payments will result in a 3% processing fee)**

***$250.00 Deposit***

Date Paid: \_\_\_\_\_\_\_\_: Check/Check/PayPal confirmation #: \_\_\_\_\_\_\_

***Balance of $\_\_\_\_\_\_\_\_***

to be paid two (2) weeks in advance of event date of \_\_\_\_\_\_\_\_\_, which would be on *\_\_\_\_\_\_\_\_\_\_\_*

Date Paid: \_\_\_\_\_\_: Check/Check/PayPal confirmation #: \_\_\_\_\_\_\_

[*Signatures to Follow*]

**IN WITNESS WHEREOF**, This Agreement has been executed by the parties as of the Effective Date set forth above.

**MODERN WEST PHOTOBOOTH, LLC**

An Arizona Limited Liability Company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Its: Owner

**CLIENT:**

By:

Print Name:

**Package Selection Form (Attachment A)**

**ACTIVE TIME**

**[ ]** two hours - $700

**[ ]** three hours - $900

**[ ]** four hours - $1050

**EXTRAS**

**[ ]** unlimited prints (one print per person in ea. photo) + digital - $200

**[ ]** keepsake album + album service with prints package upgrade - $50

**[ ]** custom designed menu screen + template (starting at $150) - $ \_\_\_\_\_

**[ ]** each additional hour past four hours ($125 each) - $\_\_\_\_\_

**[ ]** travel & accommodation fees – $ \_\_\_\_\_

Additional Info :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[ ]** miscellaneous add-ons: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - $\_\_\_\_\_

Additional Info :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BACKDROP CHOICE**

**[ ]** carat mermaid

**[ ]** silver 1/2” sequin

**[ ]** solid green

**[ ]** solid blue

**PRINT SIZE CHOICE**

**[ ]** Standard 4x6 (must choose if opting for free keepsake album with prints package upgrade)

**[ ]** 2x6

**[ ]** 6x6

**[ ]** 6x8

Total Due: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special Instructions for Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above items have been willingly selected & agreed to by myself/ourselves (Client(s)) & we understand that any & all changes to the above package choices must be made no later than thirty (30) days prior to the event date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_. If changes are made after the above mentioned period, we understand that we will not be refunded the difference for the changes.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Modern West Questionnaire (Attachment B)**

1. Client Contact Info:
* Name(s):
* Phone & Alt Phone:
* Email
* Mailing Address:
1. Event Day-Of Contact Person:
* Name(s):
* Phone:
1. Event Location & Address (please include maps or any details of locations, i.e. Ballroom or Upstairs, etc.)
2. What type of event are you hosting (wedding, corporate, bridal or baby shower, etc.)? Please be specific.
3. Roughly how many guests will be attending your event?
4. Does your event have a theme or specific color palette – if so, please explain?
5. Do you have any additional questions or comments for us?

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_