



## LEASING AGREEMENT

### SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Roxy's Photobooth and \_\_\_\_\_, for photo booth services during the designated service period. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties. Roxy's Photobooth agrees to have a Photo Booth operational for a minimum of 80% during the agreed upon time frame. Occasionally, operations may need to be interrupted for maintenance of the Photobooth or for needed breaks.

### VENUE REQUIREMENTS

Please communicate with the venue coordinator that we require the following:

- 12' x 12' floor space
- a solid floor
- 120V, 10 amps, 3 prong outlets from a reliable power source within 25feet (along a wall) of the set-up area. The circuit must be free of all other connected loads.

Feel free to share our contact information with the event coordinator if there are any questions.

### DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least 60 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 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.

### OUTDOOR VENUES/FACILITY

There is a saying that rain on your wedding day is good luck, however that is NOT ideal for our Mirror photo booth. That is why it is important you have a "Plan B". If you choose to place the photo booth out-doors, we must be in a spot that is:

- Must have SAFE access to electrical outlets.
- **Paved surface - no dirt!**
- Protected from extremes of rain, wind, heat, and cold and direct sunlight.
  1. Our attendants must be at the booth throughout the event. Below 60 degrees F. or above 90 de- grees is unsafe and unacceptable.
  2. **Our equipment will not function properly due to excessive heat or moisture will result in damage and/or bugs will keep setting off booth due to the touch screen.**

If you are unable to comply with these specifications, we may not be able to operate. If conditions change during an event that prevents safe usage of unit or puts attendants at risk, we will leave the event. NO refunds will be given.

### IDLE HOURS

Idle hours can be arranged with the client at an additional cost of \$50 an hour. An example of Idle Hours is when the booth is booked for 4 hours, where the booth is operational from 5pm-6pm and from 7pm-10pm. Between 6 p.m. – 7 p.m., the booth will be IDLE -at the client's request. This is usually for meals or speeches. This must be arranged no later than 2 weeks prior to the event date.

We will arrive 30 minutes prior to the service start time and depart 20 minutes after the service end time. If we will be required to arrive or depart outside of these windows, then idle hours will be charged.

### DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that they 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 of props or equipment (invited or uninvited) will be covered, in part, by a Damage Deposit. If Damage or theft occurs, the client acknowledges responsibility and will make restitution.
- C. Client acknowledges provider shall have the right to decline service to client's guests (invited or uninvited) for misuse, unruly behavior.

A \$40 Damage Deposit will be included in the final payment but if theft or damage occurs to any photo props, Photo Booth, printer, or any property of over \$40 an invoice will be sent out via email. If any damage occurs to Photo Booth, the Client agrees to replace photo booth or for a balance of \$16,000.00 (sixteen thousand dollars) plus the balance of any events canceled due to a none working booth due to damages caused in this event.

## INDEMNIFICATION

Client agrees to, and understands the following:

- A. Client will indemnify Provider against all liability related to Client's Event.
- B. Client will indemnify Provider against all liability associated with the use of pictures taken within the Photo Booth of its representatives, employees, or affiliates at Client's event.

## REFUSAL/DISRUPTION OF SERVICE

The client shall provide crowd control if warranted. We are not the "fun police" and we reserve the right to refuse service and/or depart from the venue before the contracted time is complete if:

- The attendants are harassed, threatened, or abused by any guests (happens a lot due to guest being under the influence of alcohol)
- The equipment is damaged by the client and/or guests

If service is disrupted due to any of the above situations, NO refund will be given.

## CHILDREN UNDER 12

Children love our photo booths, and we love making everyone happy. In some cases, however, we may decide to enforce our "**children under 12**" policy to maintain order in and around the photo booth. The "children under 12" policy states that **Children under the age of 12 will not be permitted to utilize the photo booth without an adult present**. The adult does not need to be in the photo with the child/children, but they must be supervising. We very rarely must enforce this policy but will not hesitate in the event of incident.

## DRESS

We will dress appropriately for your event but if you have a special request, please let us know. Not all requests are practical, for example an Ugly Sweater Party outdoors in August and some requests might incur additional costs such as a formal tuxedo, specialty costumes. We will do our best to accommodate these requests and each request will be dealt with on an individual basis.

## MODEL RELEASE

Client agrees to and understands the following: All guests using the photo booth hereby given to **Roxy's 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 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 **Roxy's 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.

## MEALS

For most events, we plan to have 2-3 attendants operating the photo booth for the duration of the event. If the booth will be functioning by 3 p.m. or later, Will the attendants be included in the head count of the food?

\_\_\_\_\_ Yes, the attendants may eat. \_\_\_\_\_ No, please eat before arriving or bring food.

## PAYMENT: DEPOSITS AND FINAL PAYMENTS

A non-refundable booking fee of \$100.00 is due upon signing of this contract. The event is only reserved once the booking fee is received.

The remaining balance is due no later than 1 week in advance of the Event Date and will include the refundable damage deposit for damage or theft of Roxy's Photo Booth property.

If the balance has not been collected by this due date, then Photo Booth reserves the right to cancel the event.

Cash, checks, and Credit Cards accepted!

Check 1 week before the event. -NO Checks will be accepted on the day of the event!

(Checks Payable to "Jump with Roxy")

**Payment Terms:** payment is due a minimum of two (2) day prior to the event date. Any outstanding balances remaining after the event (including if paying the day of event) will be subject to a late fee of \$25 per month until paid in full. This strict payment policy is necessary due to past experiences from close friends with non-payment. By signing below, Client acknowledges and agrees to these payment terms.

CLIENT CONTACT INFORMATION

NAME: \_\_\_\_\_ ADDRESS: (city, state, zip) \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_ # OF EXPECTED GUESTS \_\_\_\_\_ DATE OF EVENT \_\_\_\_\_

START AND END TIME: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ ALT PHONE # \_\_\_\_\_

VENUE CONTACT INFORMATION

NAME \_\_\_\_\_ ADDRESS: (city, state, zip) \_\_\_\_\_

PERSON OF CONTACT (POC) NAME \_\_\_\_\_ POC PHONE # \_\_\_\_\_

POC EMAIL \_\_\_\_\_

Sign & return with Deposit.

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

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

Owner: Roxana Rodriguez  
Roxy's Photo Booth  
Athens, TX 75751  
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