

# Lights Camera SHOWTIME RENTAL AGREEMENT

## SERVICE CONTRACT

The following contract and its terms will set forth an agreement between **Lights Camera Showtime** (PROVIDER) and (CLIENT) \_\_\_\_\_ the parties, 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.

## SERVICE PERIOD

The Service Period will be from

[START TIME]: \_\_\_\_\_

[END TIME]: \_\_\_\_\_

[IDLE TIME]: \_\_\_\_\_

[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 25% of the total balance 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 2 days in advance of the client's Event Date. If the balance has not been collected by this due date, then **Lights Camera Showtime** reserves the right to cancel the event & seek to cure. Please make all checks payable to: **Lights Camera Showtime / Michele Fochtman**.

## 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 120V, 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 **Lights Camera Showtime** with directions to event. Client shall provide **Lights Camera Showtime** with safe and appropriate working conditions and a solid floor. This includes a 10' x 15' x 8' area for set up.

## **OUTDOOR PHOTO BOOTHS**

We hope that the heavens will grant you a perfect day for your outdoor event, but it is always important you have a "Plan B". **If you choose to place the photo booth outdoors, we must ask for the following conditions:**

- Totally dry area
- Paved or grassy surface (no dirt, please!)
- Protected from extremes of wind, heat and cold, and direct sunlight
- Is not too dark

Why must it be dry? We've got electrical equipment running at 120 volts and up.

Our color printers won't operate if it's too cold or too hot.

Our attendants have to be at the booth throughout the event, so temperatures below 60 degrees F or above 90 degrees F are just unsafe and unreasonable.

Our booths need a reliable source of 120 -volt AC power, one that is just for us. We can't share with a DJ, because there won't be enough power for both of us. Also, the power source has to be reasonably close to where we'll be working.

Even though our booths have lights, your guests have to be able to see us! So, try **not** to put us in a dark corner or out in left field somewhere.

If you can't put us someplace that fits these specifications, we may not be able to operate.

If conditions change during an event, be aware, we may have to pack up and leave. No refunds will be given in such cases.

## **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 booking fee shall be forfeited and event cancelled. Any cancellation occurring **less than ninety days** prior to the event date shall forfeit all payments received.

## **IDLE HOURS AND FUEL SURCHARGE**

Idle hours can be arranged with the client at an additional cost (\$50 an hour). An example of Idle Hours is when the booth is booked for 3 hours, and the booth is operational from 5pm-6pm and from 7pm-9pm. Between 6pm-7pm, 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 60-90 minutes prior to the service start time and depart 30-60 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.

Travel costs are covered in any package up to a 25 mile radius from zip code 15501. A separate fuel surcharge will be billed for any trips that extend further than 25 miles at \$.55 per mile in excess of the 25 miles. i.e. 35 miles one way = (10 miles X 2 = 20 miles) X \$.55 per mile = \$11.00

## **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) 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 client's guests (invited or uninvited) for misuse, 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 its representatives, employees or affiliates at Client's event.

## **REFUSAL/DISRUPTION OF SERVICE**

We are not the "fun police", but in some very rare occurrences we reserve the right to immediately refuse service, pack up, and depart from the venue. Service will be disrupted without a refund if:

- The attendants are harassed, threatened, or abused by any guests.
- The equipment is damaged by the guests.

## **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 in an effort 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 use 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** have to enforce this policy.

## **MODEL RELEASE**

YES - I agree to the model release below \_\_\_\_\_ (INITIALS REQUIRED)

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Lights Camera Showtime**, 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 **Lights Camera Showtime**, 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 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. In the event that the printer fails to print out photos on-site, the Provider will provide a USB thumb drive to the client free of charge with free shipping.

## CLIENT CONTACT INFORMATION

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

ALT PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## VENUE CONTACT INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

POINT OF CONTACT NAME: \_\_\_\_\_

POINT OF CONTACT PHONE #: \_\_\_\_\_

POINT OF CONTACT EMAIL: \_\_\_\_\_

NUMBER OF EXPECTED GUESTS: \_\_\_\_\_

## VENUE REQUIREMENTS

Please communicate with the venue coordinator that we require the following. If you are unable to request this from the venue coordinator, please send us their information and we can contact them on your behalf.

- 120 Volt power 3-prong outlet within 50ft of the set up area
- 10 x 15' floor space

## MEALS

For most events, we plan to have 2 attendants operating the photo booth for the duration of the event.

**Will the attendants be welcome to eat the venue provided meal?**

Yes, the attendants may eat       No, please eat before arriving

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

Michele Fochtman, Owner

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