



PHOTO BOOTH RENTAL AGREEMENT

This Photo Booth Rental Agreement is between Party Kings Mobile Music & Entertainment (the “Company”) and _____ (“Client”).

Client contact information:

Name: _____

Address: _____

Phone: _____

Email: _____

Event. The Booth shall be used for the following event: _____

Location: _____

Date and Times. The date(s) for the rental of the Booth shall be _____

The Booth shall be available for use at the Event between the following hours: _____ - _____

1. **Rental.** Client hereby rents from the Company the following described photo booth package: (“Booth”):

The Booth provides:

Digital photos

Social media/SMS

Printed color photos

Printed black and white

Other. Describe: _____

2. **Delivery.** The Company shall deliver and set up the Booth on the day of the Event, sufficiently prior to the commencement time of the Event as specified above. The client shall ensure that the necessary power and electrical outlets shall be available for the Booth set up and use. Prior to the commencement of the Event, the Company shall demonstrate to the Client how to use and troubleshoot the Booth. The client shall be responsible for selecting the appropriate location for the Booth to be set up at the Event.

A company representative (attendant) will be present throughout the event to facilitate the proper usage of the Booth.

The Booth shall be 'self-service' and following delivery, set up, and instructions on usage, Company representatives will depart the Event venue and will not be on-site throughout the Event.

3. **Base Fee.** The base rental fee for the rental of the Booth as contemplated herein shall be \$_____. First deposit in the amount of \$_____ shall be due at the time of this booking. The balance of the base rental fee shall be paid in full on or before the setup time of the event stated above. If Client fails to pay the deposit or base rental fee by the deadline specified, the Company shall have the right to deem the rental under this Agreement canceled and shall have the right to retain any deposit previously paid, not as a penalty but rather as liquidated damages for the lost opportunity and to compensate the Company for its damages as a result of such deemed cancellation.

4. **Excess Time Fee.** The Company will break down and retrieve the Booth at the end time specified above. If additional time is desired by the Client, there shall be an additional fee of \$_____ per hour for such additional time usage.

5. **Indemnity.** The client shall be responsible for any damage to the Booth that occurs during the Event. Client shall indemnify and hold the Company harmless from and against any and all damage to the Booth occurring during the Event, including without limitation due to use or misuse of the Booth, and any and all damage due to theft, flooding, fire, or other disasters, casualty, or unforeseen event.

6. **Props.**

Included in the base rental price specified above, the Company will supply various photo props, including hats, costume glasses, and other novelties, all for use in connection with the Booth. All such props shall remain the property of the Company and shall be relinquished to the Company at the conclusion of this rental.

7. **Date Changes and Cancellations.** Any date change or cancellation must be provided at least 30 days before the Event date specified above. Cancellation by Client for any reason after such date shall result in a forfeiture of the initial deposit. The Company shall endeavor to accommodate any date change requests, but no assurance can be given that the Booth will be available on the desired different date.

8. **Photo Release.** The client hereby grants permission to use any photographs, video, or other digital media in any and all of the Company's publications, including web-based publications, without payment or other consideration. The client, on behalf of its guests and invitees, hereby waives any right to inset or approve the finished product wherein its likeness may appear. The client waives any royalties or other compensation arising or related to the use of any such photo.

9. **Additional Provisions.** This Agreement shall be governed by the laws of the state in which the Event is located. Any amendment to this Agreement must be in writing and signed by the parties. The parties agree that any disagreement hereunder shall be resolved by binding antivibration. Though not anticipated, in the event the Booth, printer, or related equipment fails to work for more than 25% of the Event time, the Company shall refund Client \$_____._____ of the base rental fee paid by the Client.

10. **Special Terms:** _____

The parties execute this Agreement, intending to be legally bound hereby, as of the date set forth above.

Party Kings Mobile Music & Entertainment:

By: _____
Print Name: _____
Date: ____ / ____ / ____

Client:

By: _____
Print Name: _____
Date: ____ / ____ / ____