

State of _____

PHOTO BOOTH CONTRACT

This Photo Booth Rental Agreement (this "Agreement") is made by and between _____ ("Owner") and _____ ("Renter") as of this _____, 20___. Owner and Renter may be referred to individually as "Party" and collectively as "Parties."

For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Photo Booth. Owner agrees to rent to Renter, and Renter agrees to rent from Owner, according to the terms and conditions set forth herein, the photo booth described as a: (Check one) enclosed photo booth open-air photo booth 360 photo booth selfie station other: _____ located at _____ [Address] (the "Photo Booth").

2. Event Details. Renter agrees to rent and use the Photo Booth for the following type of event (the "Event"): _____

3. Rental Period and Access. The rental period will be from _____, 20__ (the "Event Start Date") to _____, 20__ (the "Event End Date").

The Photo Booth will be set up by the Owner or Owner's representative starting at ____: AM/PM on the Event Start Date, and will be removed by ____: AM/PM on the Event End Date, unless otherwise agreed.

4. Rental Fee and Payment. (Check one)

A non-refundable reservation deposit of \$_____ (the "Reservation Deposit") is required upon signing this Agreement, which will be applied towards the total rental fee amount of \$_____ (the "Total Rental Fee"). The balance of \$_____ is due _____ days prior to the Event Start Date.

A refundable reservation deposit of \$_____ (the "Reservation Deposit") is required upon signing this Agreement, which will be applied towards the Total Rental Fee of \$_____. The balance of \$_____ is due _____ days prior to the Event Start Date. The Reservation Deposit is refundable until the Total Rental Fee payment is made.

Full payment of \$_____ (the "Total Rental Fee") is due and payable upon signing this Agreement.

Full payment of \$_____ (the "Total Rental Fee") is due _____ days prior to the Event Start Date.

Acceptable payment methods. (Check all that apply)

- cash
- credit card
- personal check



- cashier's check
- money order
- electronic transfer
- other: _____

Checks should be made payable to: _____ [Name] and sent to:
_____ [Address]. A fee of \$ _____ will be charged for
dishonored checks.

Security Deposit. (Check one)

- Owner requires a security deposit of \$ _____ at the time of reservation. This deposit will be refunded after inspection of the Photo Booth and related accessories, less any deductions for damage or missing items.
- A security deposit is NOT required.

Cancellation. (Check one)

- After full payment of the Total Rental Fee, Renter may cancel by notifying Owner at least _____ days before the Event Start Date and receive a _____% refund. Cancellations made less than _____ days before the Event Start Date will result in forfeiture of the Total Rental Fee.
- After full payment of the Total Rental Fee, the Event cannot be canceled and the Total Rental Fee will be forfeited.

5. Photo Booth Use and Restrictions. Renter agrees to the following conditions regarding the use of the Photo Booth: (Check all that apply)

- Photo Booth will be operated by Owner's representative at all times.
- Photo Booth is to be used indoors only.
- No food or drinks are allowed near the Photo Booth.
- Photo Booth is to be used for its intended purpose only, without modification.
- Other: _____

6. Cleaning. (Check one)

- A cleaning fee of \$ _____ will be charged to the Renter.
- A cleaning fee will NOT be charged to the Renter.

7. Equipment and Furnishings. The following items will be provided with the Photo Booth:

Furnishings and equipment are subject to change without notice. All items provided, including but not limited to chairs, tables, lighting equipment, and decor, must not be removed from the Photo Booth area. Any loss of or damage to the Photo Booth's furnishings or equipment exceeding normal wear and tear will be charged to the Renter. The Photo Booth will be inspected by the Owner after the Renter's departure. All contents of the Photo Booth remain the property of the Owner. If any item is damaged or malfunctions,



Renter must notify the Owner immediately. Renter is not permitted to alter or rewire any electronic equipment provided with the Photo Booth.

8. Force Majeure. (Check one)

If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Renter shall be entitled to a full refund if the rental period is for a single day, or a prorated refund for each night Renter is unable to use the Photo Booth. Owner will not be liable, or deemed in default, under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

No refunds will be given if there is a storm or severe weather (i.e., hurricane, earthquake, forest fire), even if a mandatory evacuation order has been given. Owner will not be liable, or deemed in default, under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

9. Limitation on Liability. Owner is not responsible for any accidents, injuries, or illness that occur in connection with the Photo Booth. Owner is not responsible for loss of personal belongings or valuables in connection with the Photo Booth. Renter agrees to assume the risk of any harm arising from use of the Photo Booth. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO RENTER OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RENTER'S RENTAL OF THE PHOTO BOOTH OR USE OF THE PHOTO BOOTH. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF RENTER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Indemnification. Renter acknowledges that the use of the Photo Booth is entirely at their own risk. Renter will indemnify, defend, and hold Owner harmless of and from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of, or damage to, personal property, including injury or death, resulting from the use or occupancy of the Photo Booth.

11. Violation of Agreement. If Renter violates any of the terms of this Agreement, including but not limited to Photo Booth Rules and Restrictions, Owner may terminate the rental and Renter will forfeit all fees paid.

12. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with, the laws of the State of _____ (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of _____.

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.



Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Renter.

14. No Waiver. Neither Owner nor Renter shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

15. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

16. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered
- sent by overnight courier service
- certified or registered mail (postage prepaid, return receipt requested)
- facsimile
- electronic email transmission
- other: _____

17. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Renter and its permitted successors and assigns.

18. Entire Agreement. This Agreement (and Exhibit A) represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings, and representations (if any) made by and between the Parties.

19. Miscellaneous. _____



SIGNATURES

Owner Signature

Owner Name

**Owner
Name**

**Owner Representative
Signature**

**Owner Representative
Name and Title**

Renter Signature

Renter Name

**Renter
Name**

**Renter Representative
Signature**

**Renter Representative
Name and Title**

