

# PHOTO BOOTH CONTRACT

- I. **THE PARTIES.** This Photo Booth Contract ("Agreement") made on **April 15<sup>th</sup>, 2021** is by and between:

**Photo Booth Provider:** **ABC Rental Company**, with a mailing address of **111 Main Street, Salt Lake City, UT 84111** ("Provider"), and

**Client:** **Jon Smith**, with a mailing address of **271 N Center Street, Salt Lake City, 84103** ("Client").

The Provider and the Client are each referred to herein as a "Party" and collectively as the "Parties."

- II. **PHOTO BOOTH.** The Provider agrees to lease the following to the Client: **Hootbooth DSLR EventPro Photo Booth with printer, backgrounds, and filters.**

Hereinafter known as the "Photo Booth."

- III. **EVENT INFORMATION.** The Provider shall provide the Photo Booth for the following:

Event Location: **271 N Center Street, Salt Lake City, 84103**

Event Date: **June 15<sup>th</sup>, 2021**

Event Time: **1:00 PM to 6:00 PM**

Hereinafter known as the "Event" and the Provider will arrive before the event time to set up the Photo Booth.

- IV. **PAYMENT.** The Client shall pay a total of **\$1,400.00** ("Rent Amount") for the rental of the Photo Booth for the duration of the Event. The Rental Amount shall be paid as follows:

- a. Deposit. As part of this Agreement, the Client is: (check one)

☒ - Required to pay a deposit in the amount of **\$500.00** that must be paid by **April 20<sup>th</sup>, 2021** ("Deposit"). The Deposit shall be credited and deducted from the Rental Amount. Said Deposit shall be: (check one)

☐ - Refundable. A full refund on the deposit will be granted if requested a minimum of \_\_\_\_ days before the listed Event date.

☒ - Non-Refundable. The deposit will not be refunded under any circumstances.

☐ - Not required to pay a deposit ("Deposit").

- b. Balance. The balance of the Rental Amount, less any Deposit, is due no fewer than **15 days** before the date of the Event ("Balance Due Date"). Once the Balance Due Date has passed, any amount paid by the Client will become non-refundable and the Provider shall have no obligations to perform under this Agreement.
- c. Overage. Any overage in time will be billed at the rate of **\$500/hour**. Payment for any overage in time must be paid before additional hours will be provided. If the Event ends earlier than expected, no refund will be given.
- d. Returned Checks. The Client will be under obligation to pay **\$100.00** for each returned check the Client has written for the purposes of the above-listed payments.
- e. Date Changes. Any date change request must be made in writing at least **15 days** in advance of the Event. The possibility of a given date change is subject to availability and the receipt of a new agreement to replace this Agreement. Both Parties must consent to such date change.
- f. Rights to Photos. Rights to any and all media taken and generated by the Photo Booth shall be the property of: (check one)
  - ☒ - The Client. The Provider grants permission to use any and all media generated by the Photo Booth through the course of the Event for any purpose, including promotional purposes, waiving any claim to libel, invasion of privacy, or similar perceived damages.
  - ☐ - The Provider. At the sole decision of the Provider, they shall decide to offer the media generated by the Photo Booth available to the Client for purchase, on a license basis, or any other agreed-upon terms.
- g. Taxes. All applicable taxes will be applied and made known at the time of signing.
- h. Photo Booth Failure. Should the Provider fail to provide a fully operational Photo Booth for the Event, the Client's only remedy will be a full refund. In such event, the Client waives any claim on further consequential damages or liability. If only partial services can be provided due to conditions beyond the reasonable control of the Provider, the payments shall be negotiated at that time on a prorated basis.

**V. TERMS AND CONDITIONS.** The Provider and the Client agree to the following Terms and Conditions:

- a. Operations. The Provider will deliver, set up, and remove the Photo Booth from the Event's location. The Provider agrees to have a qualified technician onsite to maintain and operate the Photobooth.
  - b. Space and Placement. The Client will arrange for appropriate space and access for the Photo Booth at the Event's venue along with necessary power. The Provider shall provide specifics related to space, shelter, power, and whatever else is deemed necessary must be met for the setup conditions to be considered adequately met.
  - c. Damage to Equipment. The Client will be responsible for any damage or loss to the Provider's equipment due to misuse by the Client or any guest of the Client and in the case of theft or damage (due, but not limited, to fire, flood, or earthquake). If the Provider judges the weather during the course of the Event to be inclement and thus unsafe, they reserve the right to cease operations for the safety of the equipment and of the Event's attendees, in which case no refund will be given.
  - d. Liability and Indemnification. The Provider will not be liable for direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Agreement and the services provided. The Client will indemnify and hold harmless the Provider and all technicians who are independent contractors working with the Provider at the time against all liability related to the Event from its date and into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Provider or its employees, agents, or subcontractors.
- VI. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State where the Event is taking place.
- VII. ADDITIONAL TERMS & CONDITIONS.** The Provider will allow unlimited prints of the photos generated by the Photo Booth.
- VIII. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.
- IX. EXECUTION.** The Provider and the Client each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on the date mentioned below.



**Provider's Signature:**  \_\_\_\_\_ **Date:** April 14<sup>th</sup>, 2021

**Print Name:** Frank Costage (ABC Company LLC)

**Client's Signature:**  \_\_\_\_\_ **Date:** April 14<sup>th</sup>, 2021

**Print Name:** Jon Smith