

AGREEMENT FOR PHOTO-BOOTH RENTAL SERVICES - PHOTOCUE PHOTOBOOTH RENTALS

This Agreement is between **PhotoCue Photobooth Rentals** (hereinafter "PhotoCue"), and \_\_\_\_\_ (hereinafter "Client") relating to \_\_\_\_\_ which will take place at \_\_\_\_\_ located at \_\_\_\_\_ on \_\_\_\_\_.

LEVEL OF SERVICE:

The parties agree that PhotoCue shall furnish

\_\_\_\_\_. Total coverage will include up to \_\_\_\_\_ continuous hours of service which may include an onsite attendant, printing of photo booth index prints for the duration of booking, props, customization on photos, web posting of the images to a private password protected gallery on its website, and an email link of the image files for the fee of \_\_\_\_\_. Actual contents of the service booking are subject to change based on booking agreement between PhotoCue and Client.

PAYMENT:

PhotoCue acknowledges receipt of \_\_\_\_\_ of the fee as a retainer upon remittance. Client agrees to pay the remaining fee plus any applicable sales taxes, at least thirty days before the event day. Failure of Client to pay will result in a breach of this Agreement (and forfeiture of all deposits paid) and will release PhotoCue of all obligations in connection with this Agreement. If the number of days of the official event booking and the event date is within 30 days, then the client must pay the remaining amount a day before the event, unless an exception is made by PhotoCue.

TRAVEL FEES:

Any job requiring travel 15 miles and over from the PhotoCue office location is assessed a travel charge. The charges below apply. There is no charge under 15 miles. Parking fees, if any, are not included in the travel fee.

0 to 14.9 miles 0.00 (29 miles round trip)

15 miles 20.00 (30 miles round trip)

20 miles 25.00 (40 miles round trip)

25 miles 30.00 (50 miles round trip)

30 miles 35.00 (60 miles round trip)

over 30 miles (60 round trip) will be quoted, depending on distance and travel time.

Client agrees to pay the assessed travel fee for their specific event service. The assessed travel fee for the event service of this Agreement is \_\_\_\_\_.

#### OVERTIME:

The rate for coverage beyond the pre-stated amount of hours is **\$50** per hour. The rate of coverage beyond the pre-stated amount of prints is **\$50** per 300 additional prints. If the predetermined max amount of prints has been reached during the event, PhotoCue reserves the right to stop producing physical prints until the Client pays the pre-stated amount for any additional prints. If the predetermined amount of service time is reached during the event, PhotoCue reserves the right to stop the service until the Client pays the pre-stated amount for any additional service time.

#### OPERATION REQUIREMENTS:

Client acknowledges that PhotoCue must have access to the event space at least **two hours prior to the rental service** start time. Client will ensure that enough space for the booth and a three-prong outlet will be made available to PhotoCue on the day of the event (if only a two-prong outlet is available, PhotoCue will provide a two-prong adaptor at no cost given that client informs PhotoCue at least one week prior to event). Client agrees PhotoCue will not be held liable for any lack of service due to client's failure to provide these requirements.

#### EQUIPMENT DAMAGE:

Client will not be reimbursed for rental time lost due to willful or accidental damages to equipment inflicted by client or guests. Should client or any guest be physically or verbally violent towards PhotoCue staff or equipment, PhotoCue holds the right to end the rental service early with no compensation for lost rental time to client.

#### LIMITATION OF LIABILITY:

While every reasonable effort will be made to produce and deliver an outstanding service, PhotoCue entire liability to Client for any breach of this Agreement, claim, loss, or injury arising from PhotoCue performance is limited to a refund to Client of amount paid for its services less the value of the services provided.

No refund will be given if client elects to not use all of the time rented from PhotoCue. For example, if your rental is from 4pm-10pm yet the party ends early at 9pm and you instruct our attendant to tear down and leave early, you will not be eligible for a refund of the 1 hour that did not get used.

#### CANCELLATION:

If Client cancels these services in writing more than 90 days prior, the full sum of the deposit will be refunded. If cancellation occurs within 90 days of your event, we will still refund your deposit

if we are able to secure a new booking for your specifically reserved photo booth. PhotoCue warrants that in the event of a cancellation, reasonable effort will be made to secure a replacement assignment of at least equal value. If cancellation occurs less than 30 days prior to the event, PhotoCue will not refund any portion of fees paid toward Photo Booth Services.

X \_\_\_\_\_  
Acceptance of contract terms by Client

\_\_\_\_\_  
Today's Date