



# Photo Booth Rental Contract

MAC Enterprises  
10994 Elmont Woods Drive Glen Allen, VA 23059  
[www.mugsandhugsphotobooth.com](http://www.mugsandhugsphotobooth.com)

The following contract and its terms will set forth an agreement between MAC Enterprises (Provider) and \_\_\_\_\_ (Client) the parties, for photo booth rental services for an event taking place at \_\_\_\_\_ (Event Location). 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 these times: \_\_\_\_\_ to \_\_\_\_\_.

The date the service will be performed is: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
MM DD YYYY

A Provider representative will arrive approximately one hour before the service period begins for setup. If Client would like us to arrive earlier the time must be agreed upon by both parties and an early setup fee will apply. 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 (changing paper, adjusting camera, adjusting printer, etc.) If the event shall end premature, no partial refunds shall be made.

## **PAYMENT**

A non-refundable deposit of \$200 is due upon signing of this contract. The remaining amount is due in full at least twenty one (21) days in advance of the Client's event, unless stated otherwise. If payment is received after this date, Client may be subject to a 10% late penalty fee. If event is within twenty one (21) days of this contract, please remit full payment amount. If such payment is not received Provider may elect to cancel this contract, retain the deposit as liquidated damages and will release Provider of all obligations in connection with this Agreement. We do not secure your date on our calendar until the deposit is received.

Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$50.00 fee for any and all returned checks which Client may write to Provider as payment for any service by Provider or rental of Provider's equipment. We accept checks, Credit Cards and PayPal. Please make checks payable to MAC Enterprises.

## **OVERTIME**

If the rental time period exceeds the service period agreed to in this contract at the request of the Client, the overage in rental time will be billed to the Client at the hourly rate of \$100.00 per hour. Payment for any overage in time must be paid before additional hours are provided.

## **ACCESS, SPACE & POWER FOR PHOTO BOOTH**

Client will arrange for an appropriate space for the Photo Booth at the venue. The Photo Booth requires a space approximately 8'x6'x8'. Client is responsible for ensuring power is available for the Photo Booth; standard 3 prong electrical outlet within 20 feet of the desired booth location. Provider requires minimum one (1) hour access prior to events start for set up.

If Photo Booth is to be used in an outdoor setting prior arrangements must be made with Provider. Client is responsible for ensuring that the Photo Booth is under protective covering and level ground. In the event Client can't or does not provide appropriate cover, photo booth services will end if inclement weather occurs. In the event that services end early due to inclement weather during an outdoor event Client will not receive a refund in part or in full.

**DAMAGE TO PROVIDER'S EQUIPMENT & REFUSAL**

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 destruction of equipment including but not limited to props, camera, computer and printer. Provider reserves the right to discontinue services at any such time during the event that the Photo Booth attendant feels that the integrity or safety of the Provider and/or Providers equipment is compromised. In the event services are discontinued Client will not receive a refund in part or in full for the lost rental time. Client acknowledges Provider shall have the right to decline service to Client's guests (invited or uninvited), for misuse, inappropriate photos or unruly behavior.

**WAIVER OF LIABILITY**

Client hereby agrees to exempt, release, and hold harmless MAC Enterprises from any claims, actions, suits, costs, damages or liabilities including but not limited to liability for personal injury of any person at the event, property damage, and/or wrongful death, including if caused by negligence on the part of MAC Enterprises or any of its agents, owners, and/or employees.

**DATE CHANGES AND CANCELLATIONS**

Any request for a date change must be made in writing at least thirty (30) days in advance of the original event date. Change is subject to Photo Booth availability and receipt of a new Photo Booth Rental Contract. If there is no availability for the alternate date, the deposit shall be forfeited and event cancelled. Any cancellation occurring less than thirty (30) days prior to the event date shall forfeit all payments received. Provider promises to make all reasonable attempts at date changes.

**IDEMNIFICATION**

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 MAC Enterprises Photo Booth its representatives, employees or affiliates at Client's event.

**MODEL RELEASE OPTION**

We realize some clients want the photos from their event to remain private, which is why we have the option above. We would love to use your photos on our web site, but understand your privacy.

Client agrees to, and understands the following: All guests using the photo booth hereby give to MAC Enterprises: 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 save harmless MAC Enterprises, 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. YES - I agree to the model release above NO - I do not agree.

**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. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where their guests can log onto and download the digital files for their own use. No refund for printer malfunction. While every reasonable effort will be made to produce and deliver an outstanding service, MAC Enterprises entire liability to Client for any breach of this Agreement, claim, loss, or injury arising from MAC Enterprises 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 MAC Enterprises.

# Contact and Event Information

## Client Information

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## Event Information

Date of Event: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.  
 Type of Event: \_\_\_\_\_ # of People Anticipated: \_\_\_\_\_  
 Venue Name: \_\_\_\_\_  
 Venue Address: \_\_\_\_\_  
 Indoor, Outdoor, Stairs: \_\_\_\_\_  
 Earliest Time We Can Setup: \_\_\_\_\_  
 Dress Code for Event (i.e. Casual or Formal): \_\_\_\_\_  
 Meal Provided for Booth Attendant: \_\_\_\_\_

## Venue Contact Information

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## Other Notes or Directions

## Order Request

Packages	X	Total Amount
Party Package	\$450.00	
Silver Package	\$550.00	
Gold Package	\$650.00	
Platinum Package	\$750.00	

Extras		
Additional Hours	\$100.00	
Early Setup	\$50.00	
Duplicate Photo Prints	\$50.00	
Photos on USB Flash Drive	\$25.00	
Memory Scrapbook Album	\$100.00	
<b>Total</b>		

Signature, CLIENT: \_\_\_\_\_ Date: \_\_\_\_\_

Signature, MAC Enterprises: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions feel free to contact us. We look forward to serving you and your guests!

Please E-mail or Mail completed contract to:

MAC Enterprises ✦ 10994 Elmont Woods Drive ✦ Glen Allen, VA 23059  
 Phone: 000-000-0000 ✦ [www.mugsandhugsphotobooth.com](http://www.mugsandhugsphotobooth.com) ✦ [mugsandhugsbooth@gmail.com](mailto:mugsandhugsbooth@gmail.com)