



## JOHNNY SAXX PARTY RENTALS PHOTOBOOTH RENTAL AGREEMENT

The following contract and its terms will set forth an agreement between Johnny Saxx Party Rentals (Provider) and \_\_\_\_\_ (the client), in regard to photo booth services for an event taking place at \_\_\_\_\_. 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 \_\_\_\_\_ on \_\_\_\_\_. We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier, there will be an additional fee based on the request. Johnny Saxx Party Rentals will not be obliged to extend the amount of hours the photo booth is being rented, this is only optional when available as there might possibly be another event after yours, thus making it impossible to extend. During the service period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc). Guests will be allowed to partake in unlimited amount of photo sessions for the duration of the service period, but there will be no reprint options.

**PAYMENT:** A non-refundable deposit in the amount of \$125 is due upon signing of this contract. The remaining amount is due the day of the event. We accept cash, checks, and credit cards. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to, the overage in rental time will be billed to the operator at the hourly rate of \$125 per hour. Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$35.00 fee for any and all returned checks.

**ACCESS, SPACE & POWER FOR PHOTO BOOTH:** Client will arrange for an appropriate space for the Photo Booth at the event's venue and ensure power is available and in close proximity to the Photo Booth.

**DATE CHANGES & CANCELLATIONS:** Any request for a date change is subject to photo booth availability. If there is no availability for the alternate date, the deposit shall be forfeited and the event cancelled. If the client decides to cancel the photobooth rental for any reason, the deposit will be forfeited.

**DAMAGE TO PROVIDER'S EQUIPMENT:** Client acknowledges that he/she 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, or b) Any theft or disaster (including but not limited to fire, flood or earthquake). Johnny Saxx Party Rentals staff reserve the right to deny/ban a guest from entering the photo booth if, but not limited to, we feel the guest in particular will be at risk of damaging Johnny Saxx Party Rentals Property. Reckless and Negligent behaviour will not be tolerated whatsoever. No food, drink or smoking will be allowed in or around the photo booth. The Client shall take responsibility for the actions of its guests for the duration of the agreed/paid for booking. Johnny Saxx Party Rentals will not be obligated to inform clients of damages at the event. Johnny Saxx Party Rentals shall inform the Client of any damages or loss of equipment within 2 working days after the event. Damages shall be invoiced accordingly and has to be paid within 10 working days of issuing the Invoice.

**INDEMNIFICATION:** 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 Johnny Saxx Party Rentals Photobooth, its representatives, employees or affiliates at Client's event.

**MODEL RELEASE:** We realize some clients want the photos from their event to remain private, which is why we have the two options below. Please circle YES or NO for each option. If neither option is circled, we will assume you agree to both of the model releases. When the client circles YES to any one of the model release options, the Client agrees to, and understands that they hereby release, discharge and agree to save harmless Johnny Saxx Party Rentals, 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.

1. All photos taken in the Johnny Saxx Party Rentals Photobooth during this event will be uploaded to a password protected photo sharing website which is setup specifically for the event. Once the photos are uploaded to that website, Clients can download (save to PC), print, edit, etc. any photo. The website address and password is emailed directly to the client a week or two after the event and it is up to the client to decide to share or distribute that website and password. When the client circles YES to the model release below, Client agrees to, and understands the following: All guests using the photo booth hereby give to Johnny Saxx Party Rentals, the right and permission to upload all photobooth photos to an photo sharing website that is password protected.

**YES I agree to the model release or NO I do not agree.**

2. In addition, Johnny Saxx would love to use some of your photos on our web site or facebook page, but understand your privacy. When the client circles YES to the model release below, Client agrees to, and understands the following: All guests using the photo booth hereby give to Johnny Saxx Party Rentals: The right and permission to copyright and use, all 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.

**YES I agree to the model release or 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 90% 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 there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please make all checks payable to: Johnny Saxx Party Rentals**  
*Please sign this contract and mail it to address below:*  
**Johnny Saxx Party Rentals, 480 W. Apple St. Ringtown, PA 17967**

*Or, you may scan and email the signed contract to:*  
*sales@johnnysaxx.com*