



A Classy Way to Capture Your Memories.

Photo Booth Rental Contract

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Notice to Customer: Do not sign this contract until you have read completely.

Company or Client Name(s): _____
 Bride Name: _____ Groom Name: _____
 Address: _____
 Telephone(s): _____
 Email(s): _____
 Event Location & Address: _____

Wedding or Event Date: _____ Wedding or Event Time: _____ Photo Booth Runtime:

Hours	2	3	4
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What time do you want the Photo booth to start? _____

If setup is needed more than 1 hour prior, I understand that I will be charged an additional \$35 per hour to compensate the company for the extra hours dedicated to my event. _____ (initial)

How many people do you expect at your event? _____

Placement of Booth at the event location: _____

Contact person for set up: _____ Phone: _____

Package Pricing & Extras:

Package Price: _____ Early Set-up and Idle hours \$35.00 /hour (see note above)
 Special Pricing: _____ Additional Hour \$100.00/hr.
 DVD of All the Photo Strips \$50.00 Free Coupon Code: _____

Mileage & Travel Fees - I have read the fees and guidelines about mileage (on page 3) and I understand that I will be charged additional fees if my event is over the included mileage. _____ (initial)

Payment:

A **non-refundable** reservation deposit in the amount of \$150 is due upon signing of this contract. **The remaining balance amount is due 14 days in advance and before the Client's event.** On rare occasions, approved companies or organizations may use a purchase order. This must be **approved ahead of time.** Even though a P.O. is used, **full payment must be made before the event or on the day of the event before the event starts.**

Payment for any overage in time must be paid before additional hours are provided. For rates, see the Overtime section.

We accept the terms of this contract and we acknowledge receipt of a copy of this contract. We acknowledge that the retainer of \$150.00 is **non-refundable** and is required to reserve **Class Act Photo Booths** services on the event day. **Contracts and Deposit MUST be received at least 14 Days BEFORE the event unless prior approval is received.**

Customer Signature: _____ Date: _____

Class Act Photo Booths Signature: _____ Date: _____

Please sign **ONE** copy of the contract and mail it and the deposit retainer to Class Act Photo Booths. I will sign the front page, scan it and then e-mail it back to you. Make checks payable to: **Class Act Photo Booths.**

Our package includes setup (we arrive about an hour before your event to setup) and tear down, an onsite attendant, unlimited prints, props and a custom design to your photo strip.

Agreement

Provider agrees to have a photo booth operational during this period, but occasionally, operations may need to be interrupted for maintenance of the photo booth. The Event location must be accessible for photo booth delivery & setup an hour to 90 minutes before the start of the event.

Access, Space & Power for Photo Booth

Client will arrange for an appropriate space for the Photo booth at the event's venue. **(14' deep X 14' wide X 8' high)** Access to the desired location for the Photo Booth must have reasonable accessible for delivery. Site for the Photo Booth must be level and dry and **preferable inside**.

Initial

If the event is held outside and not protected from the elements (especially the wind as the backdrop acts as a sail) then there will be a **\$50 extra charge** as we have to stake down and tie down everything. If the booth is outside but will be under a tent, then please let us know so we can bring the proper cords.

Initial

Client is responsible for providing **power** for the Photo Booth with an **outlet** no more than 10-12 feet away from the Photo Booth location. (110V, 10 amps, 3 prong outlet), **an 8 foot table and 2 chairs**.

Initial

Client agrees Class Act Photo Booths will not be held liable for any lack of service due to client's failure to provide these minimal requirements to allow us to provide the service.

Initial

Date Changes & Cancellations

Any request for a date change must be made in writing at least 60 days in advance of the original event date. Change is subject to the Photo Booth **availability** and receipt of a new Contract. If there is no availability for the alternate date, **the deposit shall be non-refundable and forfeited. If the event is canceled for any reason, the non-refundable reservation fee is forfeited.**

Damage to Provider's Equipment

Client acknowledges that he or she is responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or their guests, b) any theft of Provider's Equipment, accessories or props, or disaster (including but not limited to fire, flood or earthquake)

Initial

Client agrees to maintain a safe environment so as to protect the equipment from theft, vandalism and threat or harm to the service. Class Act Photo Booths has the right to stop the service and take necessary steps to secure themselves and/or the equipment, up to and including removing equipment and leaving the event. Class Act Photo Booths will approach the client to intercede if any problems develop and will only leave if the problem cannot be corrected to the satisfaction of Class Act Photo Booths. ***The client is responsible for any and all damages caused by the client and/or the clients guests.***

Early Setup and Idle Time

Standard setup time for the booth is 1 hour prior to start time of the booth being open. In the event that you require an earlier setup time, a nominal fee of **\$35 per hour** will be added for early startup. This fee covers the additional time of staff committed to YOUR event to make it the smoothest and best possible day.

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 the Class Act Photo Booths, its representatives, employees or affiliates at Client's event.

Miscellaneous Terms

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not effect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relation 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 the site, the Provider will be allowed to give a web site to the client where their guests can log onto and download digital files for their own use. If no service is received by Client due to circumstances out of Provider's control, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

**Working refers to the Photobooth in service, taking pictures and printing pictures.*

Model Release

Client agrees to, and understands the following: All guests using the photo booth hereby give Class Act Photo Booths 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 Class Act Photo Booths, from any liability, that may occur or be produced thereof, including without limitation any claims for the libel or invasion of privacy.

Yes, I agree to the model release above.

No, I do not agree to the model release.

Overtime

The rate for extra photo booth time beyond the 4 hour time specified on the contract is \$100 per hour. If you have arranged to only have the operator there for a 2 hour session or a 3 hour session, then the price for the extra hour is the difference between your scheduled package and the next package price.

Payment for any overage in time must be paid before additional hours are provided.

Travel and Mileage Fees

_____ 2 hour packages include 150 miles round trip from Gadsden, AL.
Initial 3 hour and 4 hour packages include 200 miles round trip

_____ For events over the included mileage, there is a \$.52 per mile fee. Events that are over
Initial 3 hours drive time (180 miles) one way will be billed to include an additional Per Diem lodging rate of \$93.00* to cover other travel costs (motel costs, meals and other incidentals).

**based on 2018 Alabama state rate*



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