**ROXY’S PHOTO BOOTH LEASING AGREEMENT**

**SERVICE CONTRACT**

The following contract and its terms will set forth an agreement between Roxy’s Photoboothand **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, for photo booth services during the designated service period. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties. **Roxy’s Photobooth** agrees to have a Photo Booth operational for a minimum of 80% during the agreed upon time frame. Occasionally, operations may need to be interrupted for maintenance of the Photo Booth or for needed breaks.

**VENUE REQUIREMENTS**

Please communicate with the venue coordinator that we require the following:

* **12’** x 12’ floor space
* a solid floor
* 120V, 10 amps, 3 prong outlets from a reliable power source within 25feet (along a wall) of the set-up area. The circuit must be free of all other connected loads.

Feel free to share our contact information with the event coordinator if there are any questions.

**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 photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the booking fee shall be forfeited, and event cancelled. Any cancellation occurring less than sixty days prior to the event date shall forfeit all payments received.

**OUTDOOR VENUES/FACILITY**

There is a saying that rain on your wedding day is good luck, however that is NOT ideal for the Mirror Me Perfect photo booth. That is why it is important you have a "Plan B". If you choose to place the photo booth outdoors, we must be in a spot that is:

* Must have SAFE access to electrical outlets.
* Paved surface - **no dirt!**
* Protected from extremes of rain, wind, heat, and cold and direct sunlight.
1. Our attendants must be at the booth throughout the event. Below 60 degrees F. or above 90 degrees is unsafe and unacceptable.
2. Our equipment will not function properly due to excessive heat or moisture will result in damage and/or bugs will keep setting off booth due to the touch screen.

You are paying for our services to add to the FUN of your event, so PLEASE…No dark corners, hallways, or corn fields. We want to be a Part of the Action!!

If you are unable to comply with these specifications, we may not be able to operate. If conditions change during an event that prevents safe usage of unit or puts attendants at risk, we will leave the event. NO refunds will be given.

**IDLE HOURS** Idle hours can be arranged with the client at an additional cost of $50 an hour. An example of Idle Hours is when the booth is booked for 4 hours, where the booth is operational from 5pm-6pm and from 7pm-10pm. Between 6 p.m. – 7 p.m., the booth will be IDLE -at the client’s request. This is usually for meals or speeches. This must be arranged no later than 2 weeks prior to the event date.

We will arrive 45 minutes prior to the service start time and depart 30 minutes after the service end time. If we will be required to arrive or depart outside of these windows, then idle hours will be charged.

**DAMAGE TO PROVIDER’S EQUIPMENT**

Client acknowledges that they 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)

B. Any theft of props or equipment (invited or uninvited) will be covered, in part, by Damage Deposit. If Damage or theft occurs, the client acknowledges responsibility and will make restitution.

C. Client acknowledges provider shall have the right to decline service to client’s guests (invited or uninvited) for misuse, unruly behavior.

A $100 refundable Damage Deposit will be included in the final payment but will be returned within 15 days of event if no theft or damages occur to any photo props, Photo Booth, printer or any property. If any damages occur to Photo Booth, the Client agrees to replace photo booth or for a balance of $16,000.00 (sixteen thousand dollars) plus the balance of any events canceled due to a none working booth due to damages caused in this event.

**INDEMNIFICATION**

Client agrees to, and understands the following:

A. Client will indemnify Provider against all liability related to Client's Event.

B. Client will indemnify Provider against all liability associated with the use of pictures taken within the Photo Booth its representatives, employees, or affiliates at Client's event

**REFUSAL/DISRUPTION OF SERVICE**

The client shall provide crowd control if warranted. We are not the “fun police” and we reserve the right to refuse service and/or depart from the venue before the contracted time is complete if:

• The attendants are harassed, threatened, or abused by any guests (happens a lot due to guest being under the influence of alcohol)

• The equipment is damaged by the client and/or guests

If service is disrupted due to any of the above situations, NO refund will be given.

**CHILDREN UNDER 12**

Children love our photo booths, and we love making everyone happy. In some cases, however, we may decide to enforce our “**children under 12**” policy to maintain order in and around the photo booth. The “children under 12” policy states that **Children under the age of 12 will not be permitted to utilize the photo booth without an adult present**. The adult does not need to be in the photo with the child/children, but they must be supervising. We **very rarely** must enforce this policy but will not hesitate in the event of incident.

**DRESS**

We will dress appropriately for your event but if you have a special request, please let us know. Not all requests are practical, for example an Ugly Sweater Party outdoors in August and some request might incur additional costs such as a formal tuxedo, specialty costumes. We will do our best to accommodate these requests and each request will be dealt with on an individual basis.

**MODEL RELEASE**

Client agrees to and understands the following: All guests using the photo booth hereby given to **Roxy’s Photobooth**, 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 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 **Roxy’s Photobooth**, 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.

**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 order prints free of charge with free shipping as well as the ability to download the digital files for their own use.

**MEALS**

For most events, we plan to have 2-3 attendants operating the photo booth for the duration of the event. If the booth will be functioning by 6 p.m., Will the attendants be included in the head count of the food?

\_\_\_\_\_\_\_\_Yes, the attendants may eat. \_\_\_\_\_\_\_No, please eat before arriving or bring food.

**Payment: Deposits and Final Payments**

A non-refundable booking fee $200.00 is due upon signing of this contract. The event is only reserved once the booking fee is received.

The remaining balance is due no later than 2 weeks in advance of the Event Date and will include the refundable damage deposit for damage or theft of Roxy’s Photo Booth property.

If the balance has not been collected by this due date, then **Photo Booth** reserves the right to cancel the event.

Cash, checks, and Credit Cards accepted

Check 2-3 weeks before event. –NO Checks will be accepted the day of event!

Credit Cards 1-2 weeks before event

**CLIENT CONTACT INFORMATION**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ADDRESS: (city, state, zip) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TYPE OF EVENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # OF EXPECTED GUESTS\_\_\_\_\_\_\_\_\_\_\_\_\_DATE OF EVENT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**START AND END TIME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ALT PHONE #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENUE CONTACT INFORMATION**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ADDRESS: (city, state, zip) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PERSON OF CONTACT (POC) NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_POC PHONE #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_POC EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sign & return with Deposit.**

Client Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Owner: Roxana Rodriguez*

*Roxy’s Photo Booth*

*Athens, TX 75751 Cell: 903-275-4410 email:* *roxysphotobooth@yahoo.com*

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*We are family owned and operated photo booth rental company servicing Texas. Our goal is to bring the fun to every event!*

Capture the Moment with our Photo Booth!

**All Photo Booth Packages INCLUDE:**

On-Site Outgoing Attendant

Professional Studio Lighting

Backdrop of choice from our collection

Instant 4x6 Prints per Picture session

Instant Digital copies via EMAIL

A table full of Fun Photo Props (hats, glasses, signs)

Customized Start screen

Customized Photo Template

Digital Signature (sign your photo)

USB flash drive will be provided 6-10 weeks from your event.

unlimited use of booth for you and your guest to cherish memories forever.

**Memory Book (guest can insert their picture and message)**

**[PHOTO PROP DAMAGE/STOLEN FEE. $100.00 (refunded 15 days after event)]**

**Price: 2 hours $499 plus tax**

* Additional hours: $169 each plus tax
* Travel fees: After 30-mile radius from Athens Texas
* Financing Available!

PHOTO BOOTH

Mirror me booth takes photo booth fun to a whole new level. As guests walk up to the mirror, colorful animations invite them to engage in a magical, interactive “selfie” experience presenting a photo keepsake. Our booth is unlike any other in the industry. It consists of a 5 feet tall floor mirror that has built in touch screen technology. Your guest will be thrilled with the graphics that make our booth the life of any party! Our Booth looks great at any event and fits just about anywhere. It easily allows large groups of 6-12 people and more to fit in a single photo and brings the party to the booth. Our packages are all inclusive in that we provide 4x6 prints instead of the typical 2x6 photo strips that most other booths offer. Get Social, your guest will also be able to email/text themselves their photos instantly and share to any social media instantly! We use a professional DSLR camera and studio lighting to capture those magic moments. You will be shocked how good our photos look! Fully Customizable. Have a specific theme you are looking for? We will create a custom start screen and photo template for your event. With a large assortment of LUXURY backdrops to choose from and fully customizable photo templates, you think of it and we bring the fun! Exclusive Props, more props mean more fun! With every photo booth rental, we provide unique props for your special event. With great selection of props ranging from crazy hats, masks, goofy glasses, frames, etc., you and your guests will have plenty to choose from to spice things up! You have invested so much on your event, do not cut corners by booking an older outdated photobooth.