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PHOTO BOOTH AGREEMENT

This Photo Booth Agreement ("Agreement"), effective on the date of signature, is entered into between Right2Party ("Provider") and _____ ("Client") for photo booth services ("Services") for an event taking place on _____ ("Date") at _____ ("Venue")

Client Contact Information

Name: _____ Phone: _____

Address: _____ Email: _____

Contact Preference (**please circle**) Text Call Email

Event Information

Event Type: _____

Event Date: _____ Event Start Time: _____

Event Location: _____

Where in Event Location Will Photo Booth Be Located? _____

Event Location Contact Person (if other than Client): _____

Number of Guests: _____ Parking Information: _____

Other Notes: _____

Have you confirmed with the Event Location contact person that a photo booth is permitted at the location and that there is adequate space for it? Yes No

Items Included in Services

The Services will include photo booth rental for _____ hours; a professional attendant to assist the guests; customized photo layout; a choice of color, black and white, or sepia photos; booth delivery; booth set-up; booth clean-up; and an online sharing option to view the photos. Additional items, such as high quality photo prints packages, backdrops, balloon arches, props etc.,. available upon request for additional fees.

Service Period

The Services will have a Start Time of _____ and an End Time of _____. Provider will operate the photo booth at least 80% of this time. Client agrees that operations may be interrupted for routine maintenance of the Photo Booth, such as replenishing photo paper or adjusting the lighting. Provider will arrive 60 to 90 minutes before the Start Time and depart 30 to 60 minutes after the End Time. If Provider must arrive or depart outside of these time periods, additional charges will apply.

Payment

Client agrees to pay a non-refundable deposit of \$200 of the total amount due (“Deposit”). The Deposit is due on signing of this Agreement. The rest of the total amount is due 14 days before the Event. Late payments will not be accepted and deposit will be forfeited if the final balance is not paid 14 days prior to the event. Cash, money orders and credit cards are acceptable forms of payment. Checks are not accepted.

Should Provider be requested or required to operate the photo booth for a time above the agreed-upon time, the Provider will charge Client at a rate of \$150 per hour for each additional hour. Client may arrange with the Provider, for an additional cost of \$50 per hour, for the use of Idle Hours. Idle Hours are hours during which the photo booth is reserved, but not in operation (such as while dinner is being served, while speeches are being delivered, etc.,).

Power Booth Space and Power Access

Client agrees to arrange for an appropriate space for the Photo Booth at the events’ indoor location. The space must be at least 12 feet wide, 12 feet long and 7 feet high. The space must also provide adequate power for the photo booth: at least one 110V, 10 amps, 3-prong outlet from a reliable power source within 50 feet of the photo booth set-up location. Client is responsible for any delay in operation of the photo booth due to inadequate space or inadequate power for photo booth set-up. Client agrees to take reasonable steps to ensure safe and comfortable working conditions for the Provider.

Cancellations and Rescheduling

If Client wishes to change the date of the Services, Client must make a written request by email to do so no fewer than 60 days before the original Event Date. Date change requests are ONE TIME subject to availability and approval. If Provider has no availability for the requested date, Client will forfeit the Deposit and the Services will be canceled. If Client cancels the Services fewer than sixty days before the Event Date, all payments will be forfeited.

Damage to Equipment

Client is responsible for any damage or loss to the Provider's Equipment caused by misuse of the Equipment by Client, Client's guests or vendors, or the event location; other negligence or misconduct attributable to Client, Client's guests or vendors, or the event location; or theft occurring at the Event. Provider reserves its right to refuse service to any Event attendee for any reason. Provider reserves the right to immediately end or interrupt Services if its attendants are mistreated, or if its equipment is misused or damaged. Children under 12 are not permitted to use the photo booth without a supervising adult.

Limitation of Liability

To the extent permitted by law and this Agreement, neither party will be liable to the other party for any punitive, incidental, consequential, reliance, or special damages, no matter the form of action.

Indemnification

Client agrees to indemnify Provider against all claims, damages, harm, demands, or liability related to or arising from the intentional or unintentional misconduct, errors, omissions, or negligence of Client, Client's guests, Client's vendors, or persons affiliated with the Event location. Client also agrees to indemnify Provider against any claims, damages, harm, demands, or liability related to any use of the images or videos taken using Provider's equipment.

Release

Client gives Provider the right, without limitation, to use all photographs and videos from the Event in all forms and manners, including, but not limited to, publication in Provider's promotional and advertising materials and on Provider's website. All guests using the photo booth at the Event give Provider full permission to copyright and use images or videos captured at the Event using Provider's equipment. Client agrees to release and indemnify Provider from all claims, damages, harm, demands, or liability related to Provider's use of any photograph or video taken using Provider's equipment.

Photo Layout Design

Provider will customize a photo layout to match the Event's theme. Upon request, the Client may ask the Provider to perform up to 2 revisions of the theme layout at Client's request.. After the second revision, the Provider will charge the Client \$50 per revision. The photo layout typically allows for 2 lines of text:

Line 1: _____ Line 2: _____

Party Theme or Logo Request: _____

Miscellaneous

This Agreement is the entire agreement between the parties and may not be modified except in writing and signed by both parties. Client may not assign this Agreement without Provider's prior written consent. In an action or proceeding between Provider and Client arising from or relating to this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs from the other

party. If any part of this Agreement is found by a court or arbitrator to be invalid or unenforceable to any degree, the rest of the Agreement shall not be affected, and each provision will remain valid and enforceable as permitted by law.

Jurisdiction

This Agreement will be construed in accordance with and governed by the law of the State of **Ohio**. Any action arising out of or relating to this Agreement must be brought in a _____ County court.

Item Details

Item Description	Cost	Total
Photo Booth Service for _____ Hours		
_____ Photo Prints		
_____ Backdrop		
_____ Balloon Arch		
_____ Custom Design		
_____ Idle Hours		
_____ Additional Services		
_____ Theme Layout Revision		
	Subtotal:	
	Tax:	
	Total:	

Client:

Provider: Right2Party LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____