**BUBS Photobooth Agreement**

Top of Form

Please fill out all areas completely and make sure that all information is correct.

The following reservation agreement will set forth an agreement between Bubs Photobooths and , for photo booth services for an event taking place on .

**Party's Name**


**Email**

**Phone**


**Street Address**


**City**


**State**

Bottom of Form

**Postal Code**


Event Location

Name of venue, city, state

Photo Booth Package Details/Notes:


**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. Event location must be accessible for photo booth delivery & setup two hours before the start of event.

**PAYMENT**
A non-refundable retainer (unless extreme circumstances occur) in the amount of $100 is due upon signing of this contract. The remaining amount due before or on the Client's event. We accept checks & credit card payments through PayPal. Personal checks may also be sent through regular mail. WE CAN NOT SECURE YOUR DATE ON OUR CALENDARS UNTIL THE DEPOSIT HAS BEEN RECEIVED AND/OR CLEARED.

If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice, the overage in rental time will be billed to the operator at the following rates: $50.00 per half-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 $25.00 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.

**ACCESS, SPACE & POWER FOR PHOTO BOOTH**
Client will arrange for an appropriate space for the Photo Booth at event's venue. (6' deep x 7' wide x 7' high) Client is responsible for providing power for the Photo Booth with an outlet no more than 75 feet away from Photo Booth location. Access to the desired location for the Photo Booth must be reasonable accessible for delivery. Bubs Photo Booths will take every precaution not to cause damage, but will not be responsible for any ruts or damage to a lawn to arrive at the event location. Site for the Photo Booth must be level and dry.

**DATE CHANGES & CANCELLATIONS**
Any request for a date change must be made in writing at least 45 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 deposit shall be non-refundable. Any cancellation occurring less than forty five days prior to the event date shall not be refunded any amounts paid.

**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 its guests, or b) Any theft of Provider's Equipment or accessories.

**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 the 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 Photo Booth its representatives, employees or affiliates at Client's Event.

**INJURY**
Any injury suffered by an Employee, Owner or Affiliate of Bubs Photo Booth while on site will be taken care of by personal insurance unless injury is caused by malicious intent, or strong negligence. The reserving party agrees on behalf of all guests, vendors and venue employees attending the said event to release Bubs Photo Booth from all liability due to injury or damage caused by improper use of the Photo booth at anytime during the onsite presence of the provided Photo booth.

**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 site the Provider will be allowed to give a web site to the client where their guests can log onto and download prints free of charge. If no service is received by Client due to circumstances out of Providers 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 Photo booth in service, taking pictures and printing pictures.

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

I agree to the model release 

Signature:
If you are submitting this form electronically please type your name in the space provided. Please note that by typing your name you are providing your digital signature and agreeing to the terms and conditions stated in this industry standard service contract. By submitting this form and making the deposit, your Photo Booth will be reserved on the date of your event listed above (please make sure your date is correct).

Digital Signature 
Date 

I accept the terms and conditions of this agreement. 

Top of Form

Bottom of Form