

FOCAL POINT PRODUCTIONS CONTRACT FOR PHOTO BOOTH RENTAL



Service Contract

The following contract and its terms will set forth and agreement between Focal Point Productions (PROVIDER) and _____ (CLIENT) the parties, 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.

Service Period

The Service Period will be from

[START TIME]:

[END TIME]:

[DATE]:

[EVENT LOCATION]:

[EVENT TYPE]:

[PACKAGE]:

[ADDITIONAL INFORMATION]:

*Provider agrees to have a Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

Payment

A non-refundable booking fee in the amount of \$100.00 of the total balance is due upon signing of this contract. The event is only reserved once the booking fee is received. The remaining balance of _____ is due no later than 2 weeks in advance of the “client’s” Event Date. If the balance has not been collected by this due date, then Focal Point Productions reserves the right to cancel the event.

Access, Space, & Power for Photo Booth

Client will arrange for an appropriate space for the Photo Booth at the event’s venue. Client is responsible for providing power for the Photo Booth. The Photo Booth requires a 120V, 10 amps, 3 prong outlet from the reliable power source within 20 feet (along a wall) of the set up area. The circuit must be free of all other connected loads. Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the “client”. The “client” shall provide crowd control if warranted and furnish Focal Point Productions with direction to the event. “Client” shall provide Focal Point Productions with safe and appropriate working conditions and a solid floor. This includes a 10’x10’x10’ area for set up

Outdoor Photo Booths

We hope that the heavens will grant you a perfect day for your outdoor event, but there is a saying that rain on your wedding day is good luck. That's why it's important you have a "Plan B". If you choose to place the photo booth outdoors we must be in a spot that is:

- Totally dry
- Must be on a paved or grassy surface (no dirt!)
- Protected from extremes of wind, heat and cold, and direct sunlight
- Is not too dark

Why must it be dry? We've got electrical equipment running at 120 volts and up. Our color printers won't operate if it's too cold or too hot. And our attendants have to be at the photo booth throughout the event. Below 50 degrees F. or above 90 degrees F. is just unsafe and unreasonable! Our booths need a reliable source of 120-volt AC power, one that is just for us. We can't share with a DJ because there won't be enough for both of us. And that power source has to be reasonably close to where we'll be working. Even though our booths have lights, your guests have to be able to see us! So don't put us in a dark corner or out in the field. If you can't put us someplace that fits these specifications, we may not be able to operate. If conditions change during an event, we may have to pack up and leave. No refunds will be given in such a case.

Date Changes & Cancellations

Any request for a date change must be made in writing at least thirty 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 the event canceled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

Idle Hours

Idle hours can be arranged with the client at an additional cost depending on the event timeline. We will arrive 60-90 minutes prior to the service start time and depart 30-60 minutes after the service end time. If we are required to arrive or depart outside of these windows, please let us know and make a note here in the contract.

Damage to Provider's Equipment

"Client" acknowledges that it 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) or
- B. Any theft or disaster (including but not limited to fire, flood or earthquake). "Client" acknowledges Provider shall have the right to decline service to "client's" guests (invited or uninvited) for misuse, inappropriate photos or unruly behavior.

Indemnification

“Client” agrees to, and understands the following:

- A. “Client” will indemnify the 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 Photo Booth, its representatives, employees, or affiliates at Client’s event.

Refusal/Disruption of Service

We are not the “fun police”, but in some very rare occurrences we reserve the right to immediately refuse service, pack up, and depart from the venue. Service will be disrupted without a refund if:

- A. The attendants are harassed, threatened, or abused by any guests.
- B. The equipment is damaged by guests.

Children Under 12

Children love our photo booth and we love making everyone happy. In some cases, however, we may decide to enforce our “children under 12” policy in an effort 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 in 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.

Dress

We want to dress appropriately for your event. If you have any requests, please indicate below. Not all requests are practical (ex. Ugly Sweater Party outdoor in August) and some requests might incur additional costs (ex. Formal tuxedos, specialty costumes). We always dress professionally in any case.

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 of service received [flat tire on way to event, dropped computer while setting up, cords got slammed in the door while setting up, etc] Refund can be given within 1 month of event.

Client Contact Information

Name	
Address	
Type of Event	
Phone Number	
Email Address	

Venue Contact Information

Name	
Address	
Point of Contact Name	
Point of Contact Phone	
Point of Contact Email	
Approx number of guests	

Meals

For most events, we plan to have one or two attendants operating the photo booth for the duration of the event. **Will the attendants be welcome to eat the venue provided meal?**

Yes, the attendants may eat. No, please eat before arriving.

Photo Design

We will customize your photo layout to match the theme of your event if you request. Please tell us what you'd like the footer of your photos to say below or email ideas to Focal Point Productions. [wedding colors, hashtags, names, event dates, etc]

Payments:

Date	Amount	Description	Add. Notes	Remaining Balance

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

Signatures:

By signing, you agree to the above statements.

Client:

Photographer:

Focal Point Productions