



## GRIN AND BOOTH IT LLC RENTAL SERVICE AGREEMENT

The following contract and its terms will set forth an agreement between **Grin and Booth It LLC (PROVIDER)** and **(CLIENT)** the parties, for photo booth services taking place on **[DATE]** at **[LOCATION]** for the amount of **[AMOUNT]**. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

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### ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at venue, and inform the venue that we are coming. The photo booth requires a space 10' x 10' x 10', and space for a 6ft table. Client is responsible for ensuring power is available for the photo booth (110V, 5 amps, 3 prong outlet). Client must inform Provider if there are stairs prior to the event. If the event is to be held upstairs, it is Client's responsibility to check if the venue has a lift. The Provider has the right to cancel if not informed about stairs prior to the event if there is no lift.

#### Outdoor Events

If photo booth is to be used in an outdoor setting prior arrangements must be made with Provider. Client is responsible for ensuring that the photo booth is under protective covering from the outdoor elements and on level ground. In the event Client can't or does not provide appropriate cover, Provider has to right to cancel. In the event that services end early due to inclement weather during an outdoor event, Client will not receive a refund in part or in full.

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### SERVICE PERIOD

The Service Period time will be for **hours**. The hours of operation will be **[TIME]**. Provider will arrive at least one hour before the event starts to set up. Where circumstances make this difficult such as traffic delays, etc., and Provider fails to start on time agreed, Provider agrees to extend the service period as necessary to make up for the time lost or to apply a prorated refund to the Client within 28 days, unless the hire time has been reduced because the event is running late, or the venue will not allow Provider access to set up, which is not in Provider's control, therefore no refund will be given.

Provider agrees to have a photo booth operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting printer, etc). Although Provider's equipment is regularly tested and serviced, there is no guarantee that any part of the equipment will not fail. In the very unlikely event of an equipment failure, the Provider will make every effort to the fix the problem and will extend the interrupted hire period where possible. In the very unlikely event the equipment cannot be fixed, the Provider's liability is limited to providing a partial refund of the amount paid depending on the time the photo booth was unavailable for use, this refund will be calculated and decided upon against the time the photo booth is no longer working, Provider will pay out any refunds within 28 days. If for any reason beyond control Provider cannot provide the service booked (death, injury, sickness, faulty equipment, adverse weather conditions etc). Provider will refund the cost of any payments made, in full within 28 days from the hire date and that will be the limit of our liability.

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### PAYMENT

A **non-refundable \$100** booking fee 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 **10 days** in advance of the client's Event Date. If the balance has not been collected by this due date, then Grin and Booth It LLC reserves the right to cancel the event. Client will pay a \$50.00 fee for any and all returned checks.

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### DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least 30 days in advance of the original event date. Change is subject to photo booth availability and receipt of a new service contract. Provider promises to make all reasonable attempts at date changes. If there is no availability for the alternate date, the reservation fee shall be forfeited and event cancelled. If an event is canceled for any reason, the non-refundable reservation fee is forfeited.

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### PRINTS AND USAGE

It is not within the Provider's control as to how many pictures are taken during an event. Provider will ask the DJ or band to inform the guests when the mirror is open and to give a last call. If people decide to use the photo booth at closing time Provider will need to draw a line if there is a que after the stated closing time. Provider will ensure that those in the que right up until the close time will get their pictures taken but we will not allow more people to join the que after the agreed stop time. **Children under 12 years old should be supervised and props not played with or taken away from the booth area.**

In the unlikely event there is a printer issue, Provider will continue the hire & take photos (digital copies will be made available via the text features and the online gallery) and Provider will print hard copies of all the photos and send to Client within 28 days. A discretionary partial refund may be given in this instance for the inconvenience, any partial refund will be at our discretion & will be paid within 28 days. Provider is not responsible for any damage caused to a photo book and will not be held liable for any spills, tears or other damage from guests.

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### DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges responsibility 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 or destruction of equipment including but not limited to props, camera, computer and printer.

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### SERVICE DISCONTINUATION

Provider reserves the right to discontinue services at any such time during the event that the photo booth attendant or Provider feels that the integrity or safety of the Provider and/or Providers equipment is compromised. In the event services are discontinued Client will not receive a refund in part or in full unless other arrangements have been made.

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### 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. 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.

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### 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 severable 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.

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By signing you are agreeing to the following terms and conditions.

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Client Signature

\_\_\_\_\_  
Date