

PHOTO BOOTH RENTAL AGREEMENT

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This Photo Booth Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietorship] with its principal place of business at [PROVIDER ADDRESS] (the "**Provider**"); and

[CLIENT LEGAL NAME OR INDIVIDUAL], with an address at [CLIENT ADDRESS] (the "**Client**").

The Provider and the Client are each a "**Party**" and together the "**Parties**."

Recitals. The Client wishes to rent a photo booth and related services from the Provider for the event described below, and the Provider wishes to supply that booth and operate it on the terms set out here. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. The Event and Services

1.1 Event details. The Provider will supply a photo booth (the "**Booth**") for the Client's event known as [EVENT NAME] (the "**Event**") on [EVENT DATE] at [VENUE NAME AND ADDRESS] (the "**Venue**").

1.2 Rental period. The Booth will be available for active guest use for a continuous period of [NUMBER] hours, from [START TIME] to [END TIME] (the "**Rental Period**"), exclusive of setup and teardown.

1.3 Booth type and inclusions. The package includes: [DESCRIBE, e.g. open-air booth, backdrop, props, unlimited prints, digital gallery, attendant, custom print template]. Any item not listed is an add-on subject to Section 2.3.

1.4 Attendant. Unless the package is unattended, the Provider will staff the Booth with at least [NUMBER] trained attendant(s) for the entire Rental Period to assist guests and maintain the equipment.

2. Fees and Payment

2.1 Total fee. The total fee for the Services is [\$ TOTAL], plus applicable taxes, calculated as set out in [EXHIBIT A / THE PACKAGE QUOTE].

2.2 Deposit and balance. To reserve the Event date, the Client will pay a non-refundable deposit of [\$ AMOUNT OR PERCENTAGE] on signing. The remaining balance of [\$ AMOUNT] is due [NUMBER, e.g. 14] days before the Event. The date is not held until the deposit is received.

2.3 Add-ons and overtime. Additional services, props, prints, or hours requested before or during the Event are billed at [\$ RATE per item / per hour]. Overtime during the Event must be requested through the attendant and is payable [at the Event / on a follow-up invoice].

2.4 Travel and parking. The fee assumes a Venue within [NUMBER] miles of [ORIGIN CITY]. Locations beyond that radius incur a travel charge of [\$ RATE per mile / flat]. The Client will provide or reimburse reasonable

parking at the Venue.

3. Venue, Space, and Power

3.1 Space. The Client will arrange for a level indoor or weather-protected area of at least [DIMENSIONS, e.g. 10 ft x 10 ft] for the Booth, near guests and away from hazards.

3.2 Power. The Client will ensure a dedicated, grounded [VOLTAGE, e.g. 110V] electrical outlet is available within [NUMBER] feet of the Booth. If power fails through no fault of the Provider, the Rental Period is not extended.

3.3 Access and setup. The Client will ensure the Provider has Venue access at least [NUMBER] hours before the Rental Period to set up and is permitted to remain afterward to tear down. Setup and teardown time is not counted against the Rental Period.

3.4 Idle time. If the Provider arrives on time and the Booth cannot operate because of Venue conditions, lack of access, or lack of power, the Rental Period still runs from the scheduled start time unless the Parties agree in writing otherwise.

4. Images, Likeness, and Privacy

4.1 Guest images. Guests using the Booth consent to being photographed. Printed strips are provided to guests at the Event, and a digital gallery, if included, will be made available to the Client within [NUMBER] days after the Event.

4.2 Provider portfolio license. Unless the Client opts out in writing, the Provider may use non-identifying sample images from the Event in its portfolio, website, and social media for promotional purposes. The Client may request that a specific image be removed.

4.3 Privacy. The Provider will handle guest images consistent with [APPLICABLE PRIVACY LAW / ITS PRIVACY POLICY] and will not sell guest images to third parties.

5. Equipment, Conduct, and Damage

5.1 Ownership and care. All Booth equipment, props, and software remain the Provider's property. The Client is responsible for the conduct of its guests and will reimburse the Provider for damage to equipment caused by guest misuse, intoxication, or vandalism, beyond ordinary wear.

5.2 Right to suspend. The attendant may pause or end Booth operation if guests behave in a manner that threatens the equipment, the attendant's safety, or other guests, without extending the Rental Period or refunding the fee.

5.3 Substitution. If specific equipment fails, the Provider may substitute equivalent equipment of comparable quality to continue the Services.

6. Cancellation and Rescheduling

6.1 Cancellation by the Client. The deposit is non-refundable. If the Client cancels fewer than [NUMBER] days before the Event, the full balance becomes due as liquidated damages, representing a reasonable estimate of the Provider's lost opportunity and not a penalty.

6.2 Rescheduling. The Client may request to move the Event one time to a mutually available date within [NUMBER] months, subject to a rescheduling fee of [\$ AMOUNT]. The deposit transfers to the new date.

6.3 Cancellation by the Provider. If the Provider must cancel for reasons within its control, it will refund all amounts paid, including the deposit, and will use reasonable efforts to arrange a comparable substitute provider.

7. Force Majeure

7.1 Excused performance. Neither Party is liable for failure to perform caused by events beyond its reasonable control, including severe weather, fire, power loss at the Venue, government action, public-health emergency, or Venue closure.

7.2 Effect. If a force majeure event prevents the Event, the Parties will work in good faith to reschedule. The non-refundable deposit may be applied to a rescheduled date.

8. Liability and Indemnification

8.1 Limitation. Except for the Provider's gross negligence or willful misconduct, the Provider's total liability under this Agreement will not exceed the total fee paid by the Client. Neither Party is liable for indirect, incidental, or consequential damages.

8.2 Indemnification. The Client will indemnify and hold the Provider harmless from third-party claims arising from the acts of the Client's guests at the Event, except to the extent caused by the Provider's negligence or willful misconduct.

9. General Provisions

9.1 Independent contractor. The Provider is an independent contractor. Nothing creates an employment, partnership, or joint-venture relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

9.3 Notices. Notices must be in writing and sent to the addresses above and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement is the entire agreement on its subject and may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE / N/A]

Date: _____

Date: _____

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