



## Photo Booth Rental Service Agreement

This Service Agreement is made effective as of \_\_\_\_\_ (date) by and between:

### Bright Party Austin

Company Name: Bright Party Austin

Phone: 512.968.2809

Email: Brightpartyaustin@gmail.com

and

### Client

Client Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Event Information

Event Name / Occasion: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_ Total hours: \_\_\_\_\_

Location / Address: \_\_\_\_\_

**Package:**  2 Hour initial photobooth rental

**Add-ons:**  Additional Hours  Prints

### Payment

Total: \$ \_\_\_\_\_

A deposit amount of \$ \_\_\_\_\_ is due with this agreement.

The remainder amount of \$ \_\_\_\_\_ is due by \_\_\_ / \_\_\_ / \_\_\_\_\_

# 1. Services Provided

## 1.1 Photo Booth Type and Inclusions

The operator agrees to provide a photo booth rental for the event.

## 1.2 Design Customization

The rental includes an initial photo template design with one (1) complimentary revision. Additional revisions may be subject to an additional fee at Operator's discretion.

## 1.3 Setup and Teardown

The operator requires approximately [X] 30 minutes for setup before the event start time and [X] 30 minutes for teardown.

Client shall ensure timely and unobstructed access to the venue for setup and teardown, including parking or load-in instructions from the venue.

# 2. Payment Terms

## 2.1 Deposit

A 50% deposit of the total amount is required with this agreement to secure the event date, to be paid on the day of contract signing to secure the event date. This deposit will NOT be refunded if the remaining balance is NOT paid or cancellation occurs within [ 14 days] of the event. For cancellations contact us via email at [brightpartyaustrin@gmail.com](mailto:brightpartyaustrin@gmail.com)

## 2.2 Final Payment

The remaining balance is due 14 days before the event date. If payment is not received by the due date, the operator reserves the right to cancel the reservation and retain the deposit.

## 2.3 Late Payments and Fees

Late payments may incur an additional fee of 3 % of the remaining balance per day until paid in full.

## 2.4 Accepted Payment Methods

Accepted payment methods include [credit card, debit card, online payment platform].

# 3. Additional Costs and Fees

## 3.1 Overtime Fee

If Client requests the photo booth remain in operation beyond the agreed rental period, any additional hours shall be billed at \$ 200 per hour, limited to availability. Overtime must be approved in writing or on-site (e.g., verbally agreed upon and paid for before overtime begins).

### **3.2 Travel and Parking Fees**

Travel outside of the radius for Austin, Texas *may incur an additional fee of \$ 30-50*.

Any venue-required parking fees or permits for Operator's vehicle and equipment shall be the responsibility of the Client.

### **3.3 Additional Revision Fees**

Any revisions to the photo template design beyond the one (1) complimentary revision shall be charged at \$ 30 per additional revision.

## **4. Cancellation and Refund Policy**

### **4.1 Cancellation by Client**

If Client cancels this Agreement more than [15 days] before the event, [100%] of the deposit may be refunded.

If cancellation occurs within [14 days] of the event, the deposit is forfeited, and additional fees may apply if design work was already completed.

No refunds will be issued for cancellations within fourteen (14) days of the event.

### **4.2 Cancellation by Operator**

In the rare event Operator must cancel due to unavoidable circumstances or causes beyond its control (e.g., equipment malfunction, personal emergency), Operator will provide a full refund of all amounts paid by Client or offer to reschedule the service at no additional cost.

The operator shall have no further liability to the Client in the event of such cancellation.

## **5. Client Responsibilities**

### **5.1 Venue Requirements**

Client shall provide a suitable and safe area measuring a minimum of 8 feet by 8 feet for the photo booth setup.

The area must be on level ground, indoors or under a covered structure in case of inclement weather.

The Client shall ensure the venue permits the operation of a photo booth and that all venue rules and regulations are communicated to the Operator in advance.

## **5.2 Power and Connectivity**

Client shall provide a reliable power source (110V, 10 amps minimum) within 25 feet of the setup area.

Clients shall provide Wi-Fi or internet access if required for the booth's features (e.g., social media uploads).

## **5.3 Guest Conduct**

Client is responsible for the conduct of all event attendees. Operators reserve the right to pause or terminate the photo booth service if attendee behavior poses a risk of injury or damage to the equipment or staff.

## **5.4 Permissions and Access**

If the event is at a private or restricted-access venue, Client is responsible for securing all necessary permissions or permits to operate the photo booth on the premises.

# **6. Damages, Liability, and Indemnification**

## **6.1 Damages**

Client is responsible for any damage to the photo booth equipment caused by Client, Client's guests, or other vendors at the event. Repair or replacement costs shall be invoiced and due upon receipt.

## **6.2 Indemnification**

Client agrees to indemnify, defend, and hold harmless Operator, its officers, agents, and employees from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to Client's event, including but not limited to the actions or omissions of Client, Client's guests, or other vendors, except where such claims are due to Operator's gross negligence or willful misconduct.

## **6.3 Limitation of Liability**

Operator's total liability for any claim related to this Agreement or services provided hereunder shall be limited to the amount paid by Client to Operator under this Agreement. The operator will not be liable for any indirect, incidental, special, or consequential damages.

## 7. Media Release and Intellectual Property

### 7.1 Media Release

Client grants permission to the Operator to use images and recordings captured during the event for promotional purposes (website, social media, marketing materials, etc.).

Client is responsible for informing guests that photographs or videos may be taken and used by the Operator for promotional activities.

### 7.2 Photo Ownership

All photographs and content captured in the photo booth are owned by the Operator. Operator grants Client a non-exclusive license to use, print, and share the digital copies for personal, non-commercial purposes.

Commercial usage of any images must be agreed upon in writing with the Operator.

## 8. Force Majeure

Operator shall not be liable for failure or delay in performing obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, extreme weather, acts of government, labor strikes, pandemics, power outages, equipment malfunction, or venue-imposed limitations.

In the event of force majeure, Operator will work with Client to reschedule the event if possible, or provide a suitable refund or credit based on the circumstances.

## 9. Confidentiality and Privacy

The operator will use Client's personal information (name, contact details, event details) solely for the purpose of providing photo booth services.

Operators will not sell or share Client's personal information with third parties without prior consent, unless required by law.

## 10. Notice and Communication

Any notices, requests, or other communications under this Agreement shall be in writing and deemed given if delivered by hand, email with confirmation, or certified mail to the addresses set forth above (or any other address designated in writing).

## 11. Severability

If any provision of this Agreement is found to be invalid or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect.

## 12. Entire Agreement

This Agreement constitutes the entire understanding between the parties. No other verbal or written agreements shall be deemed valid unless specifically incorporated herein. Any amendments to this Agreement must be made in writing and signed by both parties.

## 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

## 14. Agreement to Terms

By signing below, Client acknowledges having read, understood, and agreed to all the terms and conditions of this Agreement. The individual signing this agreement represents that they are duly authorized to do so on behalf of the respective party.

**Client Signature:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_