



PRIM LUX PHOTO BOOTH, LLC

RENTAL AGREEMENT

The following contract and its terms will set forth an agreement between Prim Lux Photo Booth LLC (Provider) and _____(Client), the parties, for photo booth services for an event taking place on _____. 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:

Provider agrees to have the photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting lighting, adjusting printer, and etc.).

PAYMENT

A non-refundable deposit in the amount of \$150.00 is due upon signing of this contract. The event is only reserved after receipt of this deposit. The remaining amount is due 14 days prior to the Client's event. If the balance has not been submitted by this date, the Client may be subject to a 10% late penalty fee or the Provider reserves the right to cancel the event with no refunds of deposit. Client will pay a \$35.00 fee for any and all returned checks.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at the event's venue. The photo booth requires a floor space of at least 10'x10'. Client is responsible for ensuring power is available for the photo booth. The photo booth requires a 110V, 10 amps, 3 prong outlet from a reliable power source within 50 feet (along a wall or safe path) of the setup area. The circuit must be free of all other connected loads. Any delay in the performance or damage to the photo



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booth equipment due to improper power is the responsibility of the Client. The Client shall provide crowd control if warranted and furnish the provider with directions to unique event locations. Client shall provide Prim Lux Photo Booth LLC with safe and appropriate working conditions.

DATE CHANGES & CANCELLATIONS

There is a 7 day cancellation grace period for the non-refundable deposit. After the grace period any request for a date change must be made in writing at least twenty 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 forfeited.

Any cancellation occurring less than twenty days prior to the event date shall forfeit all payments received.

FUEL SURCHARGE / PARKING

Travel costs are covered in any package up to a 50 mile radius from zip code 30339. A separate fuel surcharge will be billed for any trips that extend further than 50 miles. Client shall provide parking for the Provider's vehicle while at the Client's event.

INSURANCE

Provider will carry no less than one million in liability insurance and make a certificate of insurance available upon request. Seven business days' notice is required for Venue Certificate of Insurance forms.

OUTDOOR PHOTO BOOTHS

We hope that the heavens will grant you a perfect day for your outdoor event, however a Plan B



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needs to be in place in the event of less than favorable weather. If you choose to place the photo booth outdoors we must be in a spot that is:

- Totally dry; due to electrical equipment
- Must be on paved or grassy surface (no dirt); the color printers won't operate if it's too cold, too hot, or full of dirt.
- Protected from extremes of wind, heat and cold, and direct sunlight but not too dark

Even though Prim Lux Photo Booth LLC 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 and become unsafe for an attendant or equipment during an event and a different location at the venue cannot be secured, Provider reserves the right to cancel remaining service time. No refunds will be given in such a case.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by any misuse or theft of the Provider's Equipment by Client or its guests (invited or uninvited). Client acknowledges Provider shall have the right to decline service to a client's guests for any misuse, inappropriate photos or unruly behavior. Provider reserves the right to immediately disrupt service without a refund if the attendant(s) are harassed, threatened, or abused by guest or equipment is damaged by a guest and not repairable on site.

We are not the 'fun police' and would rather communicate with Client before any other measures are taken so we can keep the party going!



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CHILDREN UNDER 12

Children love our photo booths 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. We very rarely have to enforce this policy.

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 picturestaken within the Photo Booth, its representatives, employees or affiliates at Client’s event.

IDLE HOURS AND ADDITIONAL HOURS

Idle hours can be arranged with the client at an additional cost. An example of Idle Hours is when the booth is booked for 4 hours, where the booth is operational from 5pm-6pm and 7pm-10pm. The booth will be Idle/Closed (at the client’s request) from 6pm-7pm. This is usually for meals or speeches. Provider will arrive 60-90 minutes prior to the service start time and depart 30-60 minutes after the service end time. If Provider will be required to arrive or depart outside of these windows, then idle hours will be charged at the rate of \$40 per hour.

Example: Client is having a wedding ceremony in the same location as reception and Client wants booth setup prior to ceremony.



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If the Client requests additional rental time that exceeds the service period agreed to in the invoice below, the overage in rental time will be billed at the hourly rate of \$150 per hour. Provider will attempt to accommodate Client requests for additional hours. If accommodations can be made to extend the rental service time, payment for extra rental time must be paid before additional hours are provided.

DRESS

We want to dress appropriately for your event. If you have any requests, please indicate below. Not all requests are practical (example: Ugly Sweater Party outdoors in August) and some request might incur additional costs (formal tuxedos, specialty costumes). Typical attire includes dark pants/bottoms and logo shirt/blouse indoors and dark bottoms with Prim Lux Photo Booth Polo outside (fair style events).

RELEASE

The Client gives the Provider the right to use the photographs and videos from the Client's event in all forms in all manners, including but not limited to the Provider's portfolio page.

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. 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.

Model release option please check mark one.

YES I agree to the model release below NO I do not agree to the model release below



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We realize some clients of ours as well as others wish the photos to remain private which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy. Client agrees to, and understands the following: All guests using the photo booth hereby gives to Prim Lux 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 and agree to discharge Prim Lux Photo Booth, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

ONLINE PHOTO HOSTING

We offer online photo hosting for all of our events at no additional charge so your friends and family can share and download their favorite memories. Client has additional copy rights to all of the high resolution images from booth. Provider will not host any non-password protected photos of events at schools. Please let us know how you would like us to share your photos online:

Share Online Do Not Share the Photos

PHOTO DESIGN

We will customize your photo layout to match the theme of your event. We allow for up to 3 revisions of your layout. After the 3rd revision, a fee of \$15/revision can be billed. Traditionally, we have room for 2 lines of text. Please tell us what you'd like the footer of your photos to say.

Line 1:

Line 2:

We can modify the layout if you wish to include graphics, logos, more text, etc. If you have any other input on your photo layout, please tell us what you would like,



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MEALS

For most events, we plan to have 1-2 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

GRATUITY

We don't charge gratuity and we never assume that we can put out a TIP JAR, but at several events our guests and clients have asked us "Where is your Tip Jar?" Please let us know if you approve of a Tip Jar for your event.

YES, you may use a Tip Jar NO, Please do not use a Tip Jar

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 based on the amount of service received. If the printer fails to print out photos on site during the whole duration of the event, the Provider will issue a full refund. The Provider will be allowed to give a website link to the Client where their guests can log onto to download the digital files for their own use free of charge. Printing of photos clause does not apply to strictly social media booths.



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Client Contact Information

Name / Company

Full Address

Type of Event

Date and Time of Event

Mobile Phone #

Other Phone #

Email address

Requested Attire

Venue Information

Venue Name

Complete Address

Booth Location at Venue: Please Mark Applicable: Inside Outside/Covered Ground Floor Elevator Access Upper Level

Contact Name

Event Date

Number of guests expected

Type of Parking (Free or Pay)

Notify Venue about space for photo booth. Please notify the venue and let them know a photo booth was rented and to allow space for it. Need 10'x10' for a photo booth and props table.

Yes, I will notify the venue about the space for the photo booth and provide PRIM LUX PHOTO BOOTH verification of notification. If you are unable to request this from the venue coordinator, please notify us so we may contact them on your behalf.



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Total Cost: _____

I have read, understand, and accept the terms of this agreement.

Client Signature: _____ * Date: _____

* Both parties agree Electronic Signatures represent binding signature