



P.O BOX 179 SICKLERVILLE, NJ 08081  
(856) 513-6484 / www.5starphotobooth.com

### Five Star Photo Booth Rental Agreement

Client name: \_\_\_\_\_

Date of reception: \_\_\_\_\_ #of Guests: \_\_\_\_\_

Client address: \_\_\_\_\_

Client email: \_\_\_\_\_

Client home phone: \_\_\_\_\_

Client cell phone: \_\_\_\_\_

Location name: \_\_\_\_\_

Location address: \_\_\_\_\_

Location Contact person: \_\_\_\_\_

Location Contact person phone: \_\_\_\_\_

Start and end time of event: \_\_\_\_\_

Rental time begins: \_\_\_\_\_ **Ends:** \_\_\_\_\_

What is the earliest we can set up: \_\_\_\_\_

Removal no later than: \_\_\_\_\_

**Required Deposit NON-REFUNDABLE of \$250.00.**

**Terms of Agreement:**

It is understood that this contract is binding on both parties. It cannot be altered or changed unless agreed to in writing by the said parties, FIVESTARPHOTOBOOTH, LLC and CUSTOMER. Cancellation of the engagement by the CUSTOMER is possible if FIVESTARPHOTOBOOTH, LLC is notified in writing not less than 60 days before the event date. Failure to do so will result in full payment being due as damages. Cancellation by the CUSTOMER more than 60 days in advance will result in the refund of all payments, less retainer fee, unless otherwise noted. Signer verifies that he/she has the authority to enter into a contractual relationship on behalf of the CUSTOMER.

PLEASE NOTE: This contract must be signed and returned with retainer fee within 14 days. Failure to do so could result in loss of contract date.

**Specific SERVICE:**

CUSTOMER shall contact event facility to confirm that the following will be provided:

- 1) Access to the facility at least 1 hour prior to the event
- 2) The SERVICE area must be located near 2 adequate 120 VOLT electrical outlets.

**Additional Terms and Conditions:**

1. The CUSTOMER agrees to pay a \$50.00 service charge for all returned checks, plus any bank service charges incurred by FIVESTARPHOTOBOOTH, LLC as a result of a returned check
2. The SERVICE starting time is listed on the front of this contract. This agreement guarantees that the SERVICE will be ready to perform at the starting time of the event. The SERVICE will arrive one hour prior to the contracted time. Please call if there is a need for an earlier setup. A fee may apply for setup in advance.
3. This agreement of FIVESTARPHOTOBOOTH, LLC to perform SERVICE shall be excused by detention of SERVICE by sickness, accidents, acts of God, or any other legitimate condition beyond FIVESTARPHOTOBOOTH, LLC's control. In the unlikely event that the SERVICE is unable to appear, FIVESTARPHOTOBOOTH, LLC will make every effort to find a qualified replacement at the agreed upon fees. Should FIVESTARPHOTOBOOTH, LLC be unable to find a replacement, CUSTOMER will receive a full refund. Further, in the unlikely event that the SERVICE is delayed and the event does not start on time, or time is lost during the event due to equipment malfunction, FIVESTARPHOTOBOOTH, LLC will refund the portion of the fees paid prorated to the time lost. CUSTOMER agrees that in all circumstances, FIVESTARPHOTOBOOTH, LLC's liability will be limited to the SERVICE fee and that FIVESTARPHOTOBOOTH, LLC will not be responsible for indirect or consequential damages.
4. When over-time hours are not negotiated at the time of the contract origin, FIVESTARPHOTOBOOTH, LLC cannot guarantee the SERVICE's availability to play past the contracted time. Overtime fee of \$150 per hour is payable either by cash or as part of the final balance due at the conclusion of the event.
5. The CUSTOMER agrees to maintain a safe environment so as to protect the equipment used from theft, vandalism and threat or harm to the SERVICE. The FIVESTARPHOTOBOOTH, LLC has the right to stop the SERVICE and take the necessary steps to secure themselves and/or the equipment, up to and including removing equipment and leaving the event. FIVESTARPHOTOBOOTH, LLC will approach CUSTOMER to intercede if any problems develop and will only leave if the problem cannot be corrected to the satisfaction of the FIVESTARPHOTOBOOTH, LLC. CUSTOMER is responsible for any and all damages caused by the CUSTOMER and/or the CUSTOMER's guests.
6. Payment for retainer fee or balance will be accepted by check or cash; Balances are due 15 days before the day of the event. Make checks payable to FIVESTARPHOTOBOOTH, LLC
7. No handwritten changes may be made to this contract unless both the CUSTOMER and FIVESTARPHOTOBOOTH, LLC initial the changes as being mutually acceptable.
8. The CUSTOMER agrees that the laws of the State of New Jersey shall govern this contract. In the event of a suit involving or relating to this agreement, the CUSTOMER agrees that the venue for the suit will be in New Jersey. In the event that legal action is taken by FIVESTARPHOTOBOOTH, LLC to enforce this agreement, the CUSTOMER agrees to pay reasonable attorney's fees, court costs and interest to FIVESTARPHOTOBOOTH, LLC. In the event that the CUSTOMER takes legal action against FIVESTARPHOTOBOOTH, LLC the CUSTOMER agrees to pay reasonable attorney's fees incurred by FIVESTARPHOTOBOOTH, LLC unless the CUSTOMER is awarded a judgment against FIVESTARPHOTOBOOTH, LLC This agreement cannot be canceled except by mutual written consent of both the CUSTOMER and FIVESTARPHOTOBOOTH, LLC. If CUSTOMER initiates agreement cancellation in writing to FIVESTARPHOTOBOOTH, LLC in writing no less than 60 days before the event, CUSTOMER will be issued a refund of all monies paid less the retainer fee. Otherwise, CUSTOMER will be obligated to make full payment of the total fee agreed upon. If cancellation is initiated by FIVESTARPHOTOBOOTH, LLC, all monies paid, including the retainer fee will be refunded to the CUSTOMER.
9. This agreement contains all the terms and conditions agreed upon by the CUSTOMER and FIVESTARPHOTOBOOTH, LLC and no other agreements, oral or otherwise regarding the subject matter of this contract or SERVICE for the event stated on this contract shall be deemed to exist.

1. **WAIVER OF LIABILITY:**

**CUSTOMER hereby agrees to exempt, release, and hold harmless FIVESTARPHOTOBOOTH, LLC from any claims, actions, suits, costs, damages or liabilities including but not limited to liability for personal injury of any person at the event, property damage, and/or wrongful death, including if caused by negligence on the part of FIVESTARPHOTOBOOTH, LLC or any of its agents, owners and/or employees.**

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
**FIVESTARPHOTOBOOTH, LLC representative**

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
 CUSTOMER signature