

# TERMS & CONDITIONS:

## What we need:

1. To be within 20 feet of a power outlet
2. 7x7 feet of space to set up and operate without blocking foot traffic
3. A minimum ceiling height of 8 feet is needed for our professional canopy setup
4. A small table, with 2 chairs, to set up the scrapbook station
5. 6' banquet table for props

## Terms of Agreement:

1. *Syracuse PictureBooth will arrive approximately 45-60 minutes prior to the rental to setup the photo booth. We can arrive earlier to setup the photo booth at the charge of "idle hours". The rate of idle hours is \$40 per hour.*
2. *It is the sole responsibility of the client to secure permission of the event venue for Syracuse Picturebooth to setup and operate the Photo Booth at this event. The Photo Booth is approximately 7ft by 7ft, and requires access to a 120-volt electrical outlet within 20 feet. The client is responsible to inform Syracuse Picturebooth of any restrictions at the site that may affect the setup or operation of the Photo Booth and/or Syracuse Picturebooth's ability to adequately perform their duties. The client understands that such restrictions may adversely affect the overall experience and/or quality of photos, and that Syracuse PictureBooth is not responsible for the consequences of such restrictions. Examples of restrictions are; No ramp/elevator access to photo booth location, or the venue does not allow photo booths. Please check with your venue that photo booths are allowed and they have access for us to roll the booth to the required location.*
3. *The renter is responsible for providing a solid level area large enough for the photo booth, protected from rain, wind and other elements, and within 20 feet of a standard electrical outlet. The renter is responsible for any damages caused to the Photo Booth during the rental period by you or your guests. Our professional attendant will be onsite to make sure the booth is fully operational and to help with the photo album. Please inform us of any special requests you may have regarding the event venue.*
4. *All images will be hosted online through our online gallery page with your event name. If you prefer your photos not be shown online or would like them password protected just let us know. A prop box will be provided for guests to use during the rental.*
5. *Syracuse Picturebooth takes the utmost care regarding equipment function, photo quality, and printing. If for some reason the Photo Booth is inoperable 100% of the event, or we fail to show up we will refund the entire cost of the rental. We are not liable for any other costs above and beyond our rental fee.*

6. The photo booth may run out of paper during your event. We will replenish the paper and may need to shut the booth down for 5 minutes. We will add 5 minutes to the end of your rental period if this occurs. If for any reason the photo booth has issues running properly, we will add the downtime at the end of the rental, or refund a pro-rated portion of your rental. This is not a typical situation.

1. Extra hours are pro-rated at \$150 an hour and can be added anytime including at the event. Idle hours are only \$40. To cover the cost of employee drive time and fuel, all events exceeding 50 miles round-trip will be charged a travel fee of \$0.55 per mile.
2. In the event Syracuse Picturebooth fails to comply with the terms of this agreement, Syracuse Picturebooth will only be liable for funds received.

9. Client agrees to hold harmless and indemnify Syracuse Picturebooth (it's owners, operators, and contractors) against any and all liability from any claims, actions, suits, costs, damages or liabilities including but not limited to liability for personal injury of any person at the event, and/or property damage.

10. Syracuse Picturebooth reserves all rights to the photographs captured during event and may use for demonstration, marketing, or other purposes. Any individual aspects or particular requests should be made prior to your signing this agreement.

a. Notes: \_\_\_\_\_

11. This agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties.

12. This agreement shall be governed by the law of the state of New York.

13. The total price for the above services and product(s) is (package price + state tax 8.00%). Payments shall be due at the following times: \$99.00 initial deposit; the balance is due 10 days before the event date. If The Event is canceled, the Client must notify Syracuse Picturebooth of his/her desire to cancel the contract, and upon receipt of that information Syracuse Picturebooth will provide Client with a cancellation form. This form must be filled out in its entirety and sent to Syracuse Picturebooth by certified mail, return receipt. Otherwise, The Client shall be responsible for the payment schedule as set forth above. Rescheduled events shall be subject to standard pricing in effect on the date to which the event has been rescheduled, and any pricing changes shall be documented in a separate addendum.

14. If Syracuse Picturebooth cancels the contract due to illness or a non-compliant Client (Client violates any terms of the Contract, Syracuse Picturebooth may refund all or a portion of the fees already received. Any fees paid for services/products already completed will not be refunded.

15. A \$99 deposit is required to reserve the event date and 14 days prior to the event, the

*remaining balance will be charged. The deposit is not eligible for a refund after 14 days. Within 7 days to the event no refunds will be issued. Any failure to make timely payments may result in cancellation of this contract. Syracuse Picturebooth will make every attempt to provide notice to Client before cancellation occurs.*

**16. SEVERABILITY:** *If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included*

Sales Tax applies to the total cost of the rental (where applicable).

Syracuse Picturebooth reserves the right to use photos in our photo booths for marketing purposes.