**Face Painting by Maribel**

**Photo Booth Rental**

432-362-2755

Client’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home/Main phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Start Time: \_\_\_\_\_\_\_\_\_ AM/PM. End Time: \_\_\_\_\_\_\_\_ AM/PM

(Only booked times with deposits are guaranteed. Additional time for the day of the event may not be available.)

Approximate attendance at event: \_\_\_\_\_\_\_\_\_\_\_\_\_

Party Type / Theme: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest of honor name/ age: \_\_\_\_\_\_\_

Photo Booth Rental:

[ ] One Hour Rental $150.00 Local Only

Minimum 2 hours for out of town events.

[ ] Two Hour Rental $300.00

[ ] Three Hour Rental $450.00

Travel fees for out of town Events required. Fees are $1.50 per mile. One way. Twenty (20) miles or more from my location.

Total Mileage \_\_\_\_\_\_\_\_\_\_\_\_ at $1.50 per mile. Total $\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Package \_\_\_\_\_\_\_\_ hours $\_\_\_\_\_\_\_\_\_\_\_\_

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

Non-Refundable Deposit of 50% $\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Paid $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Deposit)

Balance Due at time of Event $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A signed agreement and a 50% deposit are required to secure the booking date. The **50% Deposit is non-refundable** should the client decide to cancel the event. In the case of postponement, Maribel will work with you to accommodate an alternate date, **one time**. However, if a mutually agreeable date is not determined the deposit is retained by Maribel Valenzuela.

Artist will not supervise children. The behavior and safety of all children and adults is the Parents’ responsibility, and not the Artists.

The client will be responsible for any fees or expenses, including attorney’s fees, incurred in connection with collecting delinquent amounts owed to Maribel Valenzuela under this Agreement.

This contract does not go into effect until the 50% deposit and a signed Rental Agreement is received by Maribel Valenzuela, all dates and times are agreed upon by both parties as listed on page one of this contract and both parties have signed this agreement.

Weather conditions are unpredictable. Maribel Valenzuela reserves the right to cancel any event/s due to bad weather, including but not limited to, rain, sleet, snow, ice and wind. Maribel Valenzuela will not put any personal associated with Maribel Valenzuela in harm way due to bad weather. Maribel Valenzuela will work with Client to accommodate an alternate date, **one time**. However, if a mutually agreeable date is not determined the full payment is retained by Maribel Valenzuela.

Client will arrange for an appropriate space for the Photo Booth at event's venue. Client is responsible for providing power for the Photo Booth with an outlet no more than 75 feet away from Photo Booth location. Access to the desired location for the Photo Booth must be reasonable accessible for delivery. We will take every precaution not to cause damage, but will not be responsible for any ruts or damage to a lawn to arrive at the event location. Site for the Photo Booth must be level and dry.

**INDEMNIFICATION**  
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 the 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.

**INJURY**  
Any injury suffered by an Employee, Owner or Affiliate of Regal Events while on site will be taken care of by personal insurance unless injury is caused by malicious intent, or strong negligence. The reserving party agrees on behalf of all guests, vendors and venue employees attending the said event to release Regal Events from all liability due to injury or damage caused by improper use of the Photo booth at any time during the onsite presence of the provided Photo booth.

**MISCELLANEOUS TERMS**  
If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then 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 relation 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 the Provider will be allowed to give a web site to the client where their guests can log onto and download prints free of charge. If no service is received by Client due to circumstances out of Providers control, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

\*Working refers to the Photo booth in service, taking pictures and printing pictures.

**MODEL RELEASE**  
Client agrees to, and understands the following: All guests using the photo booth hereby give Maribel Valenzuela owner of Face Painting by Maribel 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, discharge and agree to save harmless Regal Events, from any liability, that may occur or be produced thereof, including without limitation any claims for libel or invasion of privacy. 

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_