



# Rental Agreement

## Client Information

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

Mailing Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## Event Information

Type of Event: \_\_\_\_\_ Event Date: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Name of Location: \_\_\_\_\_

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

Venue Contact Person: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_ Photo Booth Start Time: \_\_\_\_\_ Photo Booth End Time: \_\_\_\_\_

Earliest set up: \_\_\_\_\_ (time) on \_\_\_\_\_ (date) Latest removal: \_\_\_\_\_ (time) on \_\_\_\_\_ (date)

## Sit N Grin Photo Booth Packages

**Standard Features:** Sit N Grin All-Inclusive photo booth packages come with delivery and set-up, a friendly attendant, unlimited photos, double strips, custom monogram, box of basic props, selectable color or b&w strips and digital photos posted on-line.

### ***Party Starter Package***

\$ \_\_\_\_\_

The Fun starts here! Upgradable to fit your event. Includes all standard features and up to 2 hours of use.

### ***Special Day Upgrade***

\$ \_\_\_\_\_

You deserve it all! Treat yourself and your guests to the best! This package includes all standard features, early setup, Photo Guest Book, Premium Prop Box, Premium Photo Strip Graphics, Slide Show & Video Booth (Open Style Booths only)

### ***PhotoCube Package***

\$ \_\_\_\_\_

The Ultimate in Social Media Integration! Instantly print photos from your event with a custom #hashtag.

### ***Additional Time***

Additional Time \_\_\_\_\_ Hours x \$ \_\_\_\_\_/Hr. = \$ \_\_\_\_\_ Idle Time \_\_\_\_\_ Hours x \$ \_\_\_\_\_/Hr. = \$ \_\_\_\_\_

## ***Select one Booth Style and one Print Type.***

**Booth Style:** ☐ Classic ☐ Open - Black ☐ Open - Rustic **Prints:** ☐ Double 2 x 6 ☐ 4 x 6

### **Package Add-Ons:**

*All features not available with all photo booth styles.*

Photo Guest Book \$ \_\_\_\_\_ Premium Props \$ \_\_\_\_\_ Premium Photo Strip Graphics \$ \_\_\_\_\_

Video Booth \$ \_\_\_\_\_ Custom Backdrop \$ \_\_\_\_\_ Slideshow \$ \_\_\_\_\_

Acrylic Frames: \_\_\_\_\_ x \$ \_\_\_\_\_ each = \$ \_\_\_\_\_ Magnetic Frames: \_\_\_\_\_ x \$ \_\_\_\_\_ each = \$ \_\_\_\_\_

**Monogram/Logo:** “ \_\_\_\_\_ ”

*Email logo or graphics to [info@sitngrin.com](mailto:info@sitngrin.com)*

**Payment:** Total: \$ \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_

For the purposes of this contract, the parties involved will be referred to as the CLIENT, and Sit N Grin respectively.

#### ENTIRE AGREEMENT:

This agreement contains the entire understanding between Sit N Grin and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties, with initials by all changes made and provisions struck from this original contract. Amendments shall adhere to the amendment clause described at the bottom of the contract.

#### RESERVATION:

Upon your signature, Sit N Grin will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Down Payment of 50% of the total Event coverage cost including tax is non-refundable, even if date is changed or Event is cancelled for any reason, including acts of God, fire, strike, and extreme weather.

#### DOWN PAYMENT:

The Down Payment is to be paid at time of signing the contract. The Down Payment is applied towards the contracted event package. CLIENT understands and agrees that the entire amount owed for the Event package described in the contract is due no later than 30 days before the Event Day. CLIENT agrees if the balance is not paid by this time, Sit N Grin will NOT provide services on the event date described in the contract with no liability to Sit N Grin, and said failure will result in a loss of Down Payment by CLIENT. A monthly payment option is available upon request. If CLIENT chooses to make monthly payments, a detailed payment sheet will be attached. The payment sheet will include monthly payment amount, dates when payments are due and signatures from both Sit N Grin and CLIENT. All payment plans require an initial Down Payment of 50% of the total amount to secure the Event date, due when this contract is signed. CLIENT understands that the Down Payment is 50% of the Total Event Coverage Cost including tax on all payment plans. If the date is changed or Event is cancelled for any reason, including acts of God, fire, strike, and extreme weather prior to payment of full reservation deposit, the remaining portion of the Down Payment is considered non-refundable and will be due in full. Sit N Grin reserves the right to waive the remaining unpaid portion of the reservation deposit at their discretion.

#### PRE-EVENT CONSULTATION:

The parties agree to a minimum of one (1) pre-event consultation before the event date in order to finalize the actual start and end times, event details/itinerary and CLIENT'S request list (in writing) for specific requests. The CLIENT will be responsible for, or have someone designated for the purposes of, identification of individuals of whom specific services are desired. Sit N Grin will not be held accountable for not providing a service/special request if there is no one to assist in identifying people or gathering people for these services.

If CLIENT's or guest's late arrival prevents this signed and agreed provision of time from occurring, then Sit N Grin shall not be held liable for failure to perform any/all services.

#### CLIENT OBLIGATIONS:

1. Good access for delivery to performance area: NO STAIRS (if access is not possible, a \$100 per hour fee will be charged for round trip travel & lost time.)
2. A 120volt electrical outlet within 15 feet of the desired performance area. If Client books more than one service (ie. Photo Booth and DJ Service) a separate clean circuit will be required for each item (Photo Booth, DJ Setup, etc.). If Client has other vendors/services using electrical outlets, Client must provide a separate clean circuit for Sit N Grin to plug equipment into. Any repairs or replacement costs due to damage to any/all Sit N Grin equipment as a result of shorts, improper electrical access or other electrical problems will be billed to Client. By signing this contract, Client agrees to these terms and agrees to compensate Sit N Grin for any damages due to electrical issues.
3. A smooth level surface, out of direct sunlight and away from extreme weather (including extreme heat/cold) for all Sit N Grin equipment to be placed on.
4. Client is responsible for any damage to the any and all Sit N Grin equipment caused by Client or any of the Client's guests/other vendors.

#### COOPERATION:

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Sit N Grin is not responsible if key individual's failure to appear or cooperate during event or for inability to provide any/all services due to details not revealed to Sit N Grin. Sit N Grin strongly recommends that CLIENT designate an individual to be an "event guide" to point out important individuals and key portions of the itinerary(see above) during the Event that they wish to have covered.

#### EXTRA TIME / ADDITIONS:

The event schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and Sit N Grin agree that cheerful cooperation and punctuality are therefore essential to that purpose. Services commence at the scheduled start time. Additional time can be requested at a per hour rate, billed upon request.

#### HOUSE RULES:

Sit N Grin is limited by the guidelines of ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on Sit N Grin. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; Sit N Grin will offer technical recommendations only.

#### MODEL RELEASE:

The CLIENT hereby grants to Sit N Grin and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs of the CLIENT and Event guests, or in which the CLIENT and Event guests may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Sit N Grin and its legal representatives and assigns from all claims and liability relating to said photographs.

By signing below, the CLIENT reaffirms acknowledgement and full understanding of all rules, stipulations, amendments, obligations, rights, and liabilities, contained in the above page of this contract.

#### GUEST / SERVICE PROVIDER CONDUCT:

The CLIENT is responsible for the conduct of their guests. The CLIENT will direct all other service providers (florist, caterer, etc.) to provide any needed information and cooperation to Sit N Grin. Coordination with other service providers is necessary to complete all the services as scheduled. The CLIENT should share the itinerary and schedule with other service providers to make sure that there are no conflicts with times. In addition, portions of the event date should be planned to make the best use of time from all vendors. Sit N Grin will not tolerate verbally or physically abusive behavior, nor will it tolerate intrusive or disruptive behavior from guests. Unchecked guest conduct that interferes with Sit N Grin services will seriously affect the quality of the service being provided. If the CLIENT is unable to control the conduct of their guests or if the conduct of any of their guests damages Sit N Grin's equipment, it will result in the early or immediate departure of any/all Sit N Grin personnel. It is understood by the CLIENT that in such an event, no refunds will result.

#### PAYMENTS:

CLIENT agrees that the full Retainer Fee is required at the time of contract (unless otherwise stipulated on monthly payment sheet) and 100% of the remaining balance is due at least 30 days prior to the event date. Any payment arrangements made for the remaining balance shall be recorded as an amendment in written form, signed by both the CLIENT and Sit N Grin at the time of the signing of this contract, with copies made for both parties, and under the express understanding of the CLIENT and Sit N Grin that said 100% of the remaining balance will still remain due at least 30 days prior to event date.

#### PENALTY FEES & CHARGES:

There is a \$50 charge on checks returned for any reason. All late payments will incur a \$35 late payment fee. Payments defaulted as a result of a returned check will incur a \$35 late payment fee, per week until fee(s) and said payment is received.

#### RIGHT OF WITHDRAWAL:

Sit N Grin's discovery of new information, changes, or other factors intending to circumvent its policies could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should Sit N Grin initiate the withdrawal, fees and deposits will not be returned, except at the discretion of Sit N Grin. In case of withdrawal, \$200 per hour will be billed for all services already provided, above the non-refunded deposit. These services include consultations and all driving times, rounded up to the nearest half-hour. If Sit N Grin withdraws -- the CLIENT will not be billed for any services in excess of their total Event package fee (except if deposit was in form of returned checks). In case of withdrawal by CLIENT within 60 days of Event date, the Total Event Coverage Cost including tax will be due in full. If Sit N Grin is able to book a new Event/event for the date CLIENT withdraws from, a partial or full refund of Total Event Coverage Cost including tax may be given to CLIENT at the discretion of Sit N Grin.

#### LIMITATION OF LIABILITY:

In the unlikely event of severe medical, natural, or other emergency, it could be necessary for Sit N Grin to substitute a different employee. Sit N Grin will make every effort to secure a replacement for the event. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments, including initial Retainer Fee.

#### PERFORMANCE:

The performance of this contract on behalf of Sit N Grin shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

#### SEVERABILITY:

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

#### NEGOTIATION:

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

#### ARBITRATION:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will take place at an agreed upon location in the state of California. The arbitration will be governed by the laws of the state of California. The parties will select the arbitrator(s) according to the rules of the American Arbitration Association.

#### Client Initials Acknowledging Negotiation and Arbitration Clauses:

#### AMENDMENTS:

This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the CLIENT and Sit N Grin at the time of this contract's signing shall be recognized as amendments to this contract.

Initial here

Client Signature

Date

Representative of Sit N Grin

Date