

MistyC Photobooth CONTRACT

PHOTO BOOTH RENTAL AGREEMENT

This Photo Booth Rental Agreement ("Agreement") is made on _____
between the *PROVIDER*:

MistyC Photobooth - Box 382, Plamondon, Alberta

And *CLIENT*:

Name: _____

Organization (if applicable): _____

Address: _____

Phone: _____

Email: _____

1. The PHOTO BOOTH RENTAL

The Provider agrees to supply the following for the Event:

- MistyC Digital Photo Booth
- Backdrop (if applicable)
- Props (if applicable)

The above items shall be collectively referred to as the "Photo Booth."

2. EVENT INFORMATION

Event Type: _____

Event Location: _____

Event Date: _____

Rental Period / Event Time: _____

The Provider will deliver, set up, and remove the Photo Booth at the Event location.

Terms of Contract

3. PAYMENT

Rental Fee: \$500.00

Refundable Damage Deposit: \$200.00

Total Due: \$700.00

The Rental Fee and Damage Deposit must be paid no later than the Event date unless otherwise agreed in writing.

Damage, Loss, and Replacement Cost

The Client is responsible for any damage to, loss of, or destruction of the Photo Booth and related equipment while the equipment is in the Client's care, custody, or control. This includes, but is not limited to, damage caused by the booth falling, being tipped over, improper handling, misuse, spills, power surges, electrical issues, weather exposure, or actions by the Client, guests, vendors, or any other individuals present at the event.

In the event the Photo Booth or related equipment is damaged beyond repair, lost, or rendered unusable, the Client agrees to pay the full replacement cost of the affected equipment. Any repair or replacement costs may be deducted from the damage deposit, and the Client remains responsible for any additional amount exceeding the deposit.

Cancellation Policy

The Rental Fee is fully refundable if cancellation is requested at least seven (7) days before the Event date.

Balance Due

Any unpaid balance remaining on the Event date must be paid before the Photo Booth is activated.

Additional Time

Additional rental time requested during the Event will be billed at \$100.00 per hour and must be paid before additional time is provided.

No refund shall be provided if the Event ends earlier than expected.

Date Changes

Requests to change the Event date must be submitted in writing at least seven (7) days before the Event date and are subject to availability. Any approved date change may require a replacement agreement signed by both Parties.

4. PHOTO AND MEDIA RIGHTS

All photos, videos, and media generated by the Photo Booth during the Event shall belong to the Client.

The Provider grants the Client permission to use all media generated during the Event for personal, commercial, promotional, or social media purposes.

The Client waives any claim against the Provider related to the use of Event media.

5. PHOTO BOOTH FAILURE

Should the Provider fail to provide a functioning Photo Booth due to circumstances within the Provider's control, the Client's sole remedy shall be a refund of amounts paid.

The Provider shall not be liable for any indirect, incidental, consequential, or special damages arising from the inability to provide services.

If only partial services can be provided due to circumstances beyond the reasonable control of the Provider, the Parties agree to negotiate a reasonable prorated refund.

6. CLIENT RESPONSIBILITIES

The Client shall provide:

- Indoor placement of the Photo Booth;
- Access to a standard 120V electrical outlet within reasonable distance of the setup location;
- Adequate space for operation;
- Protection from weather, moisture, and excessive heat.

Failure to provide suitable operating conditions may prevent operation of the Photo Booth and shall not constitute a breach of this Agreement by the Provider.

7. DAMAGE TO EQUIPMENT

The Client shall be responsible for any loss, theft, or damage to the Provider's equipment resulting from misuse, negligence, or intentional acts by the Client or Event attendees.

If the Provider determines that weather conditions or other circumstances create an unsafe environment for operation, the Provider reserves the right to suspend or cease operation of the Photo Booth to protect the equipment and Event attendees.

No refund shall be provided in such circumstances.

8. LIABILITY AND INDEMNIFICATION

The Provider shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from this Agreement or the services provided.

The Client agrees to indemnify and hold harmless the Provider, its employees, contractors, and representatives from any claims, damages, losses, liabilities, or expenses arising from the Event, except where such claims result directly from the negligence or willful misconduct of the Provider.

9. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings.

No amendment or modification shall be valid unless made in writing and signed by both Parties.

11. EXECUTION

The Parties acknowledge that they have read, understood, and agree to the terms contained in this Agreement.

CLIENT

Signature: _____

Print Name: _____

Date: _____

Provider and Client are collectively referred to as the "Parties."