

Alaska Photobooth Placement Agreement

TERMS OF USE:

Requirements:

1. Client:

a. **Secured Event:** The Client agrees to pay a non-refundable retainer-booking fee of 1/3 of the total charge due at the time of signing this agreement to reserve the Equipment for the date of the Client's Event. If the event is less than 20 business days from the agreement signing date the entire payment will be due. Discussing dates and times with a Company representative does not secure the event. The Agreement shall not become effective until it is signed and the initial amount due has been paid. At the time the agreement takes effect, the Company shall reserve Equipment from the company fleet on the date and time agreed upon, and not make any other reservations or accept any other clients for that specified Equipment for said date and time.

b. **Balance due:** The Client agrees to pay any remaining balance due per this agreement no later than fourteen (14) business days prior to the date of the event. A late fee of \$150.00 will be assessed for any balance overdue.

c. **Cancellation:** If the Client cancels the agreement, the Company reserves the right to retain all monies paid to offset lost revenue. The Client agrees that the preferred solution is to re-book the event. The change fee is \$150. Changes are related to Force Majeure Events or Acts of God the Client & the Company agree to make every effort to re-book the event.

d. **Damages:** The Client shall be responsible for any malicious or reckless damage done to the Equipment that is caused by any of the Client's guests or patrons attending the Event. If at any time the Equipment is tampered with by the Client, or any person other than an authorized Company representative of the Company this agreement may be deemed null and void. At no time may the Equipment be turned on or off unless done so by the Company, such action may result in a disruption of service and damage to the operating system.

e. **Appropriate Conduct/Safe Working Environment:** The Client(s) expressly agree(s) to take best efforts to provide Company and Company's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Company or a bystander to present a threat or implied threat of injury or harm to Company staff or equipment, the Company reserves the right to cancel all services remaining under this Agreement and leave the event. At the Company's discretion, the Company may enact a three-strike policy. After the first offense, the Company will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), Company shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the Company will immediately leave the event. If the Company leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold Company harmless as a result of incomplete event coverage, or for a lapse in the quality of the Company's work, and the Client(s) shall be responsible for payment in full.

2. Company:

- a. The Company shall provide Equipment that does not require money to operate and shall provide sufficient supplies for up to the hourly terms for use as stated in the agreement.
- b. The Company shall provide a qualified technician with a cell phone to maintain the unit in operating condition.
- c. The Company shall install and remove the Equipment in a timely manner.

• Services:

• **Photo booth Experiences** The Client understands that the Equipment is Automated and by nature, may occasionally malfunction, requiring repair. The Client represents and warrants that it will not attempt to alter the appearance or mechanical operation of the Equipment. In the event of a malfunction, the Client shall immediately call the Company for service. The Company will do its best to repair the machine as soon as practicable. However, parts availability and/or software issues may prolong the repair process

Access & Space Requirements: Please refer to the documents sent for individual photo booth style area specifications. The Client will provide a clear and clean space for the use of the equipment at the Venue. Access to the placement area must be a clear pathway, with no stairs, unless a full-service elevator is available for Cabin & Lake series booths. The Equipment cannot be lifted onto a stage or rolled on rubber matting unless options are cleared by the Company.

Power & Internet: The Client represents and warrants that the venue supplies a standard 120 electric outlet within 10 feet of the desired physical booth location. If there is a power failure or power interruptions at the venue the Company will not be held responsible for the lack of booth operations. It is understood that the recording of the event photos may be disrupted. In the event of Internet malfunction, low bandwidth or failure to connect with Client, or for any reason that renders the Software application inoperable, The Company cannot be held responsible but will make every effort to recover images or reconnect session, re-book the event, or credit the Client for a future event.

• **Virtual Experience** In the event of Internet malfunction, low bandwidth, or failure to connect with Client, or for any reason that renders the Software application inoperable, The Company cannot be held responsible but will make every effort to re-book the event or credit the Client for a future event.

• **Outdoor Requirements:** If the event is outdoors the Client is required to sign the Outdoor Venue addendum.

• **Force Majeure Events** The Client understands that no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the Impacted Party's control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, rock slides, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation

facilities. The Impacted Party shall give Notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

• **Refunds Due to Inoperable Equipment:** In the event of a mechanical failure, or for any reason that renders the Equipment inoperable, the Company's maximum liability is the return of payment received from the Client. If partial services are rendered by the Company due to Equipment malfunctions or complications or conditions beyond the Company's control, then the charges to the Client shall be prorated. For example, if the Event is six (6) hours and the Equipment is not functioning for two (2) hours, then 1/3 of the total charges shall be refunded to the Client. Recordings of events are generally available but in the event of a recording malfunction, the Company is not held responsible or liable if hard copies were provided at the event.

• **Promotional Materials and Marketing** Every photo print will include the Client's name. (ii) The Company reserves the right to display promotional signage on the Equipment for Alaska Photobooth Company. (iii) The Company may also include a Company logo and contact information such as a phone number and web address directed to www.alaskaphotobooth.com on all photo prints, microsites, galleries, email and text message correspondence, and digital files.

• **Photo/Data Usage** The Company will maintain full copyright to all photos and/or digital files produced by the Company's Equipment. The Company may use these photos and files for marketing, online display, or reproduction. The Equipment activation process will require an acknowledgment that the Client's guests are providing a photo release and personal information to the Company. Some equipment styles require personal guest data to allow the Company to deliver the digital images via email or SMS messaging. FCC laws apply to the use of data received by the Company. If analytic reports are supplied to the Client, additional notifications must be secured between the Client and the guest. Be lawful in using them for marketing purposes. The Client agrees to credit and/or "link back" to the Company wherever they are used for marketing. The credit and link shall read www.akphotobooth.com, on Facebook /akphotobooth. On Instagram, Twitter, or LinkedIn it should read @akphotobooth.

TITLE TO EQUIPMENT: Title to the Equipment shall remain at all times with the Company. No title or right to the Equipment shall pass to the Client, except the rights expressly granted in this Agreement.

RISK OF LOSS: The Client shall be responsible for any malicious, reckless, or intentional damage done to the Equipment that is caused by any of the Client's guests, patrons, employees, or contractors during the Event.

INDEMNITY: The Client hereby covenants and agrees to defend, indemnify and hold harmless the Company, and its principals, attorneys, successors, and assignees (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against, and to pay or reimburse each Indemnified Party for any and all claims, actions, causes of action, torts, liabilities or damages, including out-of-pocket expenses and reasonable attorneys' and accountants' fees

incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder (collective, "Losses"), resulting from or arising from the use of the Equipment.

NOTICES: Any notices required under this Agreement will be sent to the parties at the above-referenced addresses.

GOVERNING LAW: This Agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Alaska and for all purposes shall be interpreted in its entirety in accordance with these laws. The Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of Alaska or the United States District Court of Alaska. The Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue, and forum non-conveniens. In the event of any award or judgment in favor of the Company or any settlement between Company and Client with respect to this Agreement, Client shall pay all costs and expenses incurred by Company and/or Company's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on any award, judgment, or settlement.

ASSIGNABILITY: This Agreement may not be assigned by either Party without the prior written consent which such consent may be withheld at the other Party's sole discretion.

SEVERABILITY: The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

IMPOSSIBILITY: In the event that any further performance of this Agreement or any part thereof by any part hereto shall be rendered impossible by, or as a consequence of, any law or administrative ruling of any government or political subdivision thereof having jurisdiction over such party, any failure to perform occasioned thereby shall not constitute a material breach.

AGREEMENT & AMENDMENTS: This Agreement constitutes the agreement of the parties with regard to the subject matter within this document and replaces and supersedes all other agreements or understandings, whether written or oral. Any amendments or extensions of the Agreement shall be binding if in writing and signed by both parties.