

DON'T BLINK! PHOTO BOOTHS, LLC RENTAL AGREEMENT

CLIENT INFORMATION

Name (First + Last):

Company Name (if a corporate event) :

Full Address:

Phone:

E-mail:

EVENT DETAILS

Date of Event :

Type of Event :

Start Time :

End Time :

Venue Name :

Full Venue Address :

Primary Contact for Venue :

Phone :

E-mail :

ADDITIONAL CONTACTS

Primary Contact for Event :

Phone :

E-mail :

Additional Contact (bridesmaid, friend, etc.) :

Phone :

E-mail :

Special Instructions :

EVENT AGREEMENT TERMS AND CONDITIONS

The person(s) whose signature(s) appear on this contract, known as "Client," agree that Don't Blink! Photo Booths, LLC will provide photobooth services to the best of its abilities, in the manner described in this Agreement. This is a binding contract, which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

SERVICE PERIOD

Pursuant to the responsibilities of the Client, Don't Blink! Photo Booths, LLC agrees to have a photobooth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photobooth.

RETAINER AND PAYMENT

A non-refundable retainer in the amount of \$75.00 is due upon signing of contract. The remaining amount is due thirty 30 days in advance of Client's Event. If paying by credit card, Client agrees to have Don't Blink! Photo Booths charge Client's credit card for payment of services. Client is liable for any overage in time at the cost of \$100.00/hr., which will be billed in hour increments. In addition, if the Client's event is over 25 miles outside of Columbus, Ohio, an additional \$35.00 charge will be added to invoice. Client agrees that in addition to any and all other legal rights and remedies Don't Blink! Photo Booths, LLC may have, Client will pay a \$50 fee for any and all returned checks which Client may write to Don't Blink! Photo Booths, LLC as payment for services.

DAMAGES

Client acknowledges that they are responsible for the proper care and maintenance of the photo booth and its equipment during the event. Client agrees that they, or any of their guests, will not intentionally damage, alter, or misuse the photo booth or any of its equipment. In the event the photo booth or any of its equipment is damaged due to misuse, negligence, or intentional actions by the Client or their guests, the Client agrees to cover the full cost of repair or replacement. The cost of repair or replacement will be determined by the Provider and may include, but is not limited to, the following:

- Replacement of damaged equipment.
- Repair of any broken components or parts.
- Labor costs for repair or replacement. Don't Blink! Photo Booths, LLC reserves the right to charge the Client for the cost of repairs or replacement up to a maximum of [\$5,000] for any damaged equipment.

CHANGES AND CANCELLATIONS

Any request for a date, time, or location change must be made in writing at least thirty (30) days in advance of the original event date. Change is subject to photobooth availability and receipt of a new Service Contract. If there is no availability for the alternate date, time, or location, retainer shall be forfeited and no photobooth services will be provided. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

PARKING

Client shall provide parking for Don't Blink! Photo Booths, LLC's vehicle while at Client's Event. The parking space shall be within close proximity to the venue, and Client shall provide any necessary parking permit or pass prior to the event date.

PHOTOBOOTH ACCESS, SPACE AND POWER

Client shall arrange for an appropriate space for the photobooth at Client's venue. Space must be level, solid, and at least 8' by 8', if renting backdrop add-on. It is the Client's responsibility to ensure access is possible. Photobooth may be placed in an exterior location, provided it is protected from weather. Client is responsible for providing power to the photobooth (110V, 10 amps, 3 prong outlet).

WIFI ACCESS

Don't Blink! Photo Booths, LLC social media package requires Client to provide or guarantee a venue Internet connection of at least (1MB). Don't Blink! Photo Booths is not responsible for insufficient social media features below the required Internet speed.

ONLINE GALLERY

Upon receiving downloadable link for high-resolution files, Client accepts all responsibility for archiving and protecting the photographs. Don't Blink! Photo Booths, LLC is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

MODEL RELEASE

Don't Blink! Photo Booths, LLC reserves the right to use images produced with its photobooth under this Agreement to transfer to a third-party, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt, and create derivative works, and to reproduce the same images, in each case for the purpose of promoting Don't Blink! Photo Booths, LLC, its services, and other good-faith business purposes. CLIENT WARRANTS THAT IT HAS ACTUAL AUTHORITY TO AGREE TO THE USE OF THE LIKENESS OF ALL PERSONS INCLUDED IN THE IMAGES IN THIS MANNER AND SHALL INDEMNIFY THE COMPANY IN ACCORDANCE WITH THE INDEMNIFICATION CLAUSE PROVIDED IN THIS AGREEMENT BELOW.

LIMITATION OF LIABILITY; WAIVER

UNDER NO CIRCUMSTANCES, EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WILL THE COMPANY, ITS PARENT COMPANY, NOR ANY OF THEIR EMPLOYEES,

MANAGERS, OFFICERS OR AGENTS BE LIABLE TO THE CLIENT FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE PHOTOBOOTH SERVICE; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT; (C) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (D) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY. IN NO EVENT WILL THE COMPANY BE LIABLE TO CLIENT OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT.

CLIENT AGREES TO DEFEND (AT COMPANY'S REQUEST), INDEMNIFY, AND HOLD THE COMPANY, ITS PARENT COMPANY, EMPLOYEES, MANAGERS, OFFICERS, AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR IN ANYWAY CONNECTED WITH ANY OF THE LIABILITY STATED ABOVE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN IN CONNECTION WITH THE MODEL RELEASE PROVIDED IN THIS AGREEMENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT.

MISCELLANEOUS TERMS

In the event Don't Blink! Photo Booths, LLC is unable to supply a working photobooth for at least 80% of the Service period, Client shall be refunded a prorated amount based on the amount of service received. If no service is received, Don't Blink! Photo Booths, LLC's maximum liability will be the return of all payments received from Client. Prior to any party commencing an action, each party shall meet in a good-faith attempt to resolve their differences. Should both parties be unable to resolve their dispute, both parties agree to submit their dispute to a neutral mediator. Both parties agree to the jurisdiction, venue, and choice of law of Don't Blink! Photo Booths' principle place of business at the time of the execution of this Agreement.

ALL SALES ARE FINAL.

Client understands and agrees that all sales and service fees are final.

CLIENT'S SIGNATURE:

Printed Name:

DATE:

COMPANY: