

XPRESSIONZ FOTO & PARTY ZONE

MIRROR PHOTO BOOTH *Rental Agreement*

RENTER INFORMATION

Renter Name: _____ Date: _____

Address: _____

Phone: _____ Email: _____

RENTAL INFORMATION

Equipment Serial No.: _____

Renting From Date: _____ From Time: _____

Renting Till Date: _____ Till Time: _____

Event Location and Address: _____

Type of Event: _____

PRICING

Rental Amount: ☐ \$499/2hrs ☐ \$699/3hrs ☐ \$899/4hrs ☐ \$____/hr (Custom)

Add Ons: ☐ Red Carpet, \$99 ☐ Light Box, \$149 ☐ Props Bundle, \$99

Additional Services: _____

Taxes (if any): _____

Non-Refundable Deposit _____

Total: _____

Renter Initials: _____ Provider Initials: _____

TERMS AND CONDITIONS



AGREEMENT/JURISDICTION

The person(s) whose signature(s) appear on this contract, known as "Renter", agree that (**Xpressionz Foto & Party Zone**) known as "Provider", shall provide rental services to the best of their abilities, in the manner described in this document.

This is a binding contract that 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. The renter assumes responsibility for all collection costs and legal fees incurred should enforcement of this contract is broken.

SERVICE PACKAGE

- Red carpet experience
- Social media wall
- Slow-motion video booth
- Customized photo filters
- Standard prop box
- Unlimited pictures
- GIF and Boomerang option
- Instant sharing
- Personalized backdrop
- On site attendant
- Instant prints
- Delivery, set-up and take down
- Online access to photos
- Text/logo on photo strips

RENTAL PERIOD

The Rental Period shall be as set out in the order unless the contract is terminated earlier in accordance with these conditions.

(a) The Rental Period may be extended by mutual written agreement of both parties and the daily rate set out in the order shall apply to any extended Rental Period.

(b) If the Rental Period has not been extended in accordance with the above clause and the Equipment is not returned to the provider, on the return date set out in the order, the Customer/Renter will be charged at the daily rate of **(\$150)** until the Equipment has been returned to (**Xpressionz Foto & Party Zone**).

DELIVERY

provider shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of the Agreement. Customer/Rentor grants to provider the right to enter the property at the said address: **(299 Saint Andrews Drive - Mabank, TX 75156)** for delivery, and required set up, if any, and for subsequent pick of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.

Renter Initials: _____ Provider Initials: _____

PAYMENT AND CANCELLATION POLICY

To secure the event date, a deposit in the agreed-upon amount is required at the time of signing this Agreement. This deposit is non-refundable if canceled within 30 days or less prior to the event date. The final payment or balance of funds owed is also non-refundable if canceled 15 days or less prior to the event date.

The final payment must be made before the event date, and mirror photo booth services will only commence after the balance is paid in full. If additional hours are required, payment for the overage must be made before such services are provided.

INTERNET ACCESS

A reliable internet connection with speed of at least 1MB is required at the event venue to deliver the mirror photo booth videos. Where internet is not available, the videos will be placed in a queue and processed by the provider after the event concludes. These will be delivered to the renter within 7 working days.

MIRROR PHOTO BOOTH OPERATIONS

There are several types of mirror photo booths to choose from, each with unique features and functionalities. Guests will receive on-screen instructions to help them navigate the equipment. While the operation is generally self-service, the Provider's attendant will be on standby to offer assistance as needed.

MEDIA DELIVERY

A sharing station where guests can instantly access their videos via SMS, Airdrop, or Email is available as part of this service. We are not responsible for what guests do with the videos when they access, share, or store them.

An online gallery of all media created by our mirror photo booth at the event will be made available to the renter within 7 days after the event. The renter is responsible for archiving and protecting the media content. We are not responsible for the lifespan of any digital media provided or any future changes in digital technology that may result in an inability to access or use the files.

We use 3rd party services to process, store, share, and manage data. We are not responsible and cannot be held liable for any 3 party claims relating to our services.

ACCESS AND PARKING

All parking expenses for the provider's employees are the responsibilities of you, the renter. Mirror Photo Booth services will not be completed until parking expenses are paid, if they are not paid prior to the event. Parking must be provided within a reasonable distance from the mirror photo booth set up location. Renter will arrange for access to the event space and will supply any necessary tickets, badges or other items needed for entry to the Provider's representative at the Renter's expense.

Renter Initials: _____ Provider Initials: _____

CUSTOMIZATION

We provide the option for renters to customize their photo strips and mirror photo booth backdrops with their event theme. This can be done by selecting one of our templates and personalizing it with their preferred text or color theme.

Renters may also opt to use their own logo or custom design, which must be provided in high-resolution JPG format. All customization requests must be sent via email to (**xpressionzfoto@yahoo.com**) at least 14 days before the event. It is important to carefully review designs and texts, as the Provider is not responsible for errors in the Renter's design. One revision is included in the fee, with additional revisions incurring a fee of \$150 per revision.

We can add a custom text overlay to all your event photos/videos to match your theme. This is available at no additional cost and you can request this service by entering the custom text you want to appear in the space provided below.

Custom Text: _____

SERVICE AVAILABILITY

Due to the general nature of technology, we cannot guarantee that the mirror photo booth will remain operational throughout the event. Occasionally, operations may need to be interrupted for maintenance and/or service optimizations such as changing camera settings, adjusting lighting, adjusting platform or rotation, etc.

Should we fail to provide a fully operational mirror photo booth during the agreed duration, you will be issued a refund reflective of the service downtime.

FORCE MAJEURE

We shall not be responsible should inclement weather, acts of God, war, terrorist acts, government regulation, riots, civil disorder, disaster, strikes, power outages, etc make it impossible to fulfill our obligations as set out in this agreement. We will do our best to be flexible with providing alternatives where such a situation arises. If a suitable replacement is not found, responsibility and liability is limited to the return of the service fee.

It is clearly understood that there will be no refunds or discounts for loss or failure of performance due to factors outside and beyond our control. We reserve the right to cease the operation should the weather pose a potential danger to us, our equipment, or guests.

MODEL RELEASE *(Excludable upon request)*

We reserve the right to use all media produced by our mirror photo booth for advertising and promotional purposes on our website, social media, or 3rd party platforms. By signing this agreement, you warrant that you have the authority to agree to the use of the likeness of all persons included in the images from your event. You agree to us taking and using such images/videos as described and release (**Xpressionz Foto & Party Zone**) of any, and all claims regarding use.

Renter Initials: _____ Provider Initials: _____

LIABILITY AND INDEMNITY

The Provider shall not be liable under any contract for direct, indirect, incidental, or consequential damages (including without limitation, damages for lost profits or increased expenses) with respect to any claim arising from or related in any way to this agreement and services provided. The Renter will indemnify and hold harmless the Provider and any mirror photo booth attendants who are independent contractors working with the Provider at the time against any and all liability related to Renter's Event from the time of service and on into the future. The renter will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Provider or its employees, agents, or subcontractors.

RESPONSIBILITY OF THE RENTER

During the term of this Agreement, the Customer/Renter agrees that:

- The renter shall be responsible for providing an appropriate location for the mirror photo booth, which should allow for the safe and effective operation of the equipment. The renter shall provide access to a reliable power supply for the mirror photo booth, as specified by the rental company.
- The renter shall be responsible for protecting the mirror photo booth from damage or theft during the rental period. The renter shall keep the equipment in a secure location and take all reasonable measures to prevent unauthorized access to the equipment.
- The renter shall comply with all instructions and guidelines provided by the rental company regarding the safe and proper use of the mirror photo booth. The renter shall be liable for any damage caused by failure to follow these instructions.
- The renter shall be responsible for ensuring that guests using the mirror photo booth are aware of the rules and guidelines for its use. The renter shall supervise guests to ensure that they use the equipment safely and responsibly.
- The renter shall return the mirror photo booth to the rental company at the end of the rental period, in the same condition as when it was rented. Any damage or missing parts shall be the responsibility of the renter to repair or replace.
- The renter shall pay the rental fees in full, as specified in the rental agreement. Late fees may apply if the rental fees are not paid on time, and the rental company may take legal action to recover the equipment if the rental fees are not paid as agreed.
- It is the Renter's responsibility to provide **(Xpressionz Foto & Party Zone)** and our attendants with a safe working environment free from hazards, attacks, threats of violence, or harassment of any kind.

The attendant reserves the right to cease operations immediately and take possession of all equipment if they become unsafe. No refunds will be made under such circumstances.

Renter Initials: _____ **Provider Initials:** _____

SETUP REQUIREMENTS

To set up the mirror photo booth, a minimum floor space of 10 feet by 10 feet with a minimum ceiling clearance of 8 feet is required. Additionally, a reliable power source with a 110V, 10 amps, 3-prong standard electrical outlet that is at least 15 feet away is necessary. The Renter must ensure that the power source is along a wall or a safe path and that the circuit is free of all other connected loads. If the power provision is improper, the Renter will be responsible for any damage caused to the Provider's equipment and/or attendants. For outdoor events, the mirror photo booth must be placed in a completely dry spot on a paved or grassy surface that is free of dirt and protected from wind, cold, heat, and/or direct sunlight. If conditions become unsafe for the Provider's attendant or equipment during an event and a different location at the venue cannot be secured, the Provider reserves the right to cancel the remaining service time, and no refunds will be given under such circumstances.

MIRROR PHOTO BOOTH SETUP/REMOVAL

The Provider shall be responsible for delivering, setting up, and removing the mirror photo booth from the event location. If the Renter or event location concludes the event earlier than the agreed contracted end time, the mirror photo booth's operating hours may be adjusted, and no refund of money will be granted. The Provider shall need at least 60 minutes of access to the venue before the start of the event and an additional 30 minutes after the event for setup and takedown purposes.

ADDITIONAL TERMS AND CONDITIONS

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Renter below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

100% (one hundred percent) of the payments paid are forfeited if this Mirror Photo Booth Rental Agreement is broken, canceled or terminated prior to and including the noted event.

Renter Name

Renter Signature

Date

Provider Name

Provider Signature

Date

DEPRESSION & PARTY

INVOICE

Date:

BILLED TO:

Client Name:

Address line:

City, State, Zip

Phone No:

Payment Due:

PAY TO: Xpressionz Foto & Party Zone

299 Saint Andrews Drive

Mabank, TX 75156

[illegible]

Sub-Total

Taxes

TOTAL

Please note that payment not made within the due date will attract interest.

THANK YOU FOR YOUR BUSINESS