

THIS AGREEMENT TO LEASE EQUIPMENT (“Lease”) is made and effective by clicking on the “Pay Now” button, by and between PHOTO BOOTH RENT US, (“Lessor”) and current user (“Lessee”). By clicking on the “Place Order” button, Lessee agrees to be bound by these Terms and Conditions, whether or not Lessee has read them. Lessor may at its sole discretion modify these Terms and Conditions at any time and any modifications shall become effective immediately as posted on this site. By clicking on the “Pay Now” button, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

WHEREAS, the Lessor is the [sole] owner of that certain equipment described more particularly in Exhibit A hereto and made a part hereof by reference (the “Equipment”); and

WHEREAS, the Lessee wishes to lease the Equipment from the Lessor in accordance with the terms and conditions of the Lease; and

WHEREAS, the Lessor wants to lease the Equipment to the Lessee in accordance with the terms and conditions of the Lease; and

WHEREAS, each Party is duly authorized and capable of entering into this Lease;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and

other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

Effective as of the Effective Date, the Lessor agrees to lease and deliver to the Lessee, and the Lessee agrees to lease and accept delivery from the Lessor, all of its right and interest in and to the Equipment. From time to time, the Lessee may lease additional items of equipment from the Lessor pursuant to this Lease by attaching an Exhibit B hereto. This exhibit shall list such additional items of equipment, and shall be initialed or signed by both Parties. Thereafter such equipment shall be subject to the terms of this Lease and considered "Equipment" for all purposes hereunder.

1. Rental Terms

The term of this Lease shall commence at the date and time the client picks and shall expire at the end of the session. The equipment will be delivered at the event a hour before the event starts to set it up and taken down when the time is up.

2. Rental Payments

The payment for the Equipment shall be paid in advance by making a deposit and in full at the date and time of delivery and before setup.

3. Non-Refundable Deposit

The Lessee shall pay a security deposit to the Lessor in the

amount of fifty percent (50%) to reserve the acquired date of the event, which shall be non-refundable to the Lessee; provided, however, it shall count as a deductible towards the balance on the account at the end of the Term.

4. Late Returns

If the Photo Booth equipment is kept by the Lessee, for more than the initial contract time, the Lessee is required to pay a late fee of an additional rental of the amount of the Photo Booth Equipment.

7. Digital Files.

Original printed files become property of **Photo Booth Rent Us** and is not liable for any personal files. **Photo Booth Rent Us** may:

(a) Copyrights

- Make Copies and communicate them within the Organization as required for the purposes of making a Master Copy.
- Make any alterations, deletions and additions necessary (except any alterations that would infringe the moral rights of any person); and
- Make Individual Copies as needed by its Members.

(b) Publications

- The Lessee gives **Photo Booth Rent Us** the rights to publicize the digital images or any other content on its website and any social media site.

8. Ownership

Except for Lessee's rights of use under this Lease, the Equipment is and shall at all times be and remain the exclusive personal property of the Lessor, even if installed in or attached to real property by the Lessee, The Lessee shall have no right, title, or interest in or to the Equipment except as expressly set forth in this Lease.

9. Insurance

During the Term, the Lessee shall procure and continuously maintain and pay for insurance in such form and with such company satisfactory to the Lessor. At a minimum, the insurance must include:

- (a) Risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming the Lessor as loss payee; and
- (b) Combined public liability and property damage insurance, with limits approved by the Lessor, naming the Lessor as an additionally named insured and a loss payee.

This insurance shall provide primary coverage for the protection of the Parties without regard to any other coverage carried by either Party protecting against similar risks. The Lessee shall provide the Lessor with an original policy or certificate evidencing the insurance. The Lessee hereby appoints the Lessor as the Lessee's attorney in fact, with power and authority to do all things, including but not limited to, making claims, receiving payments, and endorsing documents, checks, or drafts necessary or advisable to

secure payments due under any policy of insurance required under this Lease. The Lessee shall provide at least thirty (30) days' advance written notice to the Lessor about any cancellation, change, or modification of the insurance coverage.

10. Liability for Loss, Damage, or Unreturned Equipment

Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

In the event of damage of any kind whatsoever to the Equipment, Lessee agrees to allow Lessor to charge Lessee's credit card, or otherwise garnish, collect or obligate Lessee at Lessor's sole discretion for the full cost of repair of said damaged Equipment. Lessor expressly reserves the right to choose the repair method and venue, within reasonable market value terms. Lessee agrees to be bound, legally and otherwise, by the report of Lessor's chosen repair venue as to the cause of the damage to the Equipment and the costs associated with said repair.

In the unlikely event that the Equipment appears damaged when Lessee receives Equipment, Lessee must notify Lessor immediately upon first inspection of the Equipment.

Upon notifying Lessor of suspected damage resulting from shipping of the Equipment, Lessor will negotiate a mutually agreeable solution with Lessee.

In the event of loss or default, Lessee agrees to allow Lessor to charge Lessee's credit card or otherwise garnish, collect or obligate Lessee at Lessor's sole discretion for the full retail price of the Equipment. Full retail price is to be solely determined by Lessor, and will generally, but is not guaranteed to be, the Manufacturer's Suggested Retail Price of the equipment at time of rental, as specified by the equipment's manufacturer. The full retail price of the Equipment will be charged in addition to the late fees assessed prior to deeming the Equipment "lost" or "unreturned."

Lessee will also be required to pay the lost rental income due to equipment being in a non-rentable state, and shall continue to pay same until equipment is fully repaired and able to be rented again.

11. Surrender

Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. Ordinary wear and tear is to be determined at the sole discretion of the Lessor within the confines of the reasonably common and ordinary meanings of those terms.

Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to condition of Equipment upon return. Lessor reserves the right to accept Equipment upon return by Lessee and make determinations regarding the condition of the Equipment within a reasonable amount of time. Lessor's determination as to the condition of the Equipment upon return by Lessee is binding under this Section and Section 10 ("Lost, Damaged, or Unreturned Equipment.").

12. Taxes

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which

will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

13. Limitation of Liability

The contents of the **Photo Booth Rent Us** website, and the equipment lessor delivers are provided “As Is”. Lessor makes no representations or warranties, whether express or implied, of any kind about Equipment’s accuracy or functionality.

Lessor assumes no liability or responsibility for any errors, functionality or omissions in the content of the equipment or **Photo Booth Rent Us** website, For any failures, delays, or interruptions in the delivery of any content contained on the **Photo Booth Rent Us** website, For any losses or damages arising from the use of the content provided on the **Photo Booth Rent Us** website. To the full extent permissible by law, lessor disclaims all representations and warranties about the equipment Lessor delivers, including, for example, warranties of merchantability, fitness for a particular purpose, and non-infringement. In Addition, Lessor does not represent or warrant that the information accessible via the **Photo Booth Rent Us** website is accurate, complete, or current price and availability information is subject to change without notice.

In no event shall **Photo Booth Rent Us** be liable to lessee for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of any equipment or the information on lessor's website.

While Lessor will make a reasonable effort to return any non-lessor property it receives, Lessor will not be liable for any losses of or damages to such property. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

14. Demo tutorial

Photo Booth Rent Us will not be held responsible for any malfunction of operating equipment, photo booth and/or condition of the prints at the time of event. The Lessee will not be entitled to any additional refund or credit towards their account with the purchase of the rental.

15. Indemnity

The Lessee shall indemnify the Lessor against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by the Lessor in any way connected to the Lessee's use or possession of the Equipment during the Term.

16. Default

If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- (b) To immediately take possession of Equipment without notice or demand to Lessee.
- (c) To sue for and recover all rents, and other payments in full (omitting any discount that was given), then accrued or thereafter accruing.
- (d) To terminate this Lease.
- (e) To pursue any other remedy at law or in equity.

Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease, and all costs incurred by Lessor relative to said default shall be paid by Lessee, including but not limited to Collection Agents' fees, Process Server fees, Court costs, and Attorneys' fees. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

17. Rights Of Lessor on Default

On the occurrence of any Event of Default under Section 13, the Lessor shall have the right, without notice or demand, to terminate this Lease and take possession of the Equipment,

in addition to any other rights afforded to the Lessor by law. The Lessee shall not be released from paying damages sustained by the Lessor on such termination. If on any termination of this Lease the Lessee fails or refuses to deliver the Equipment to the Lessor, the Lessor shall have the right to enter the Lessee's premises and retake possession of the Equipment without legal process. The Lessee releases any claim or right of action for trespass or damages caused by the Lessor's entry and repossession. The Lessee expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession. The Lessee shall pay all expenses, including attorneys' fees, the Lessor incurs to enforce this Lease. All of the Lessor's remedies are cumulative and may be exercised concurrently or separately. (Optional) [The Lessor shall be obligated to release the Equipment or otherwise mitigate the damages arising out of or otherwise related to the Event of Default.]

18. Attorneys' Fees

In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, the prevailing party in each such action or proceeding shall be entitled, in addition to any and all other relief granted by a court or arbitrator, to an award in such action or proceeding of the amount of its attorneys' fees, costs and expenses reasonably incurred therein.

19. Bankruptcy

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 11 ("Surrender.") above; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

20. Additional Documents

If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

21. Typographical Errors

In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Lessor shall have the right to refuse or cancel any orders placed for product listed at the incorrect

price. Lessor shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Lessee's credit card charged. If Lessee's credit card has already been charged for the purchase and Lessee's order is canceled, Lessor shall issue a credit to Lessee's credit card account in the amount of the incorrect price.

22. Option To Purchase

(a) If the Lessee does not violate any terms and conditions of this Lease, the Lessee shall, at the end of the Term, have the option to purchase the Equipment at a price (the "Purchase Price") equal to its fair market value. The Lessee shall exercise this option by giving notice in writing to the Lessor at least 3 days before the end of the Term.

(b) The fair market value of the Equipment on the last day of the Term as determined by mutual agreement between the Parties, shall be taken as "the fair market value" of such Equipment.

(c) The Lessee shall pay the Purchase Price to the Lessor within 3 days after the end of the Term.

23. Return of Equipment

At the end of the Term, unless the Lessee opts to renew the Lease, the Lessee shall be obligated to return the Equipment to the Lessor at the Lessee's expense.

24. Lessor's Right Of Inspection

The Lessor shall have the right, on prior written notice to the

Lessee, to inspect the Equipment during the Lessee's normal business hours.

25. Entire Agreement

This instrument constitutes the ENTIRE AGREEMENT between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties.

26. Successors and Assigns

All references in this Lease to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

27. No Implied Waiver

The failure of either Party to insist on strict performance of any covenant or obligation under this Lease, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Lease shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

28. Assignment

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

29. Headings

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

30. Option To Renew

If the Lessee is not in default at the end of this Term, the Lessee shall have the option to renew the Lease for a similar term on such terms and conditions as the Parties may agree at the time of such renewal.

31. Governing Law

This Lease shall be construed and enforced according to laws of the State of California.

Lessee and Lessor agree that the United States District Court for the District of California and/or the County or District Court for California's 20th Judicial District shall have exclusive jurisdiction over any dispute between you and **Photo Booth Rent Us** relating in any way to the **Photo Booth Rent Us** service or website or this Agreement.

Photo Booth Rent Us reserves the right to cancel any order for any reason, including price mistakes.

These Terms and Conditions will supersede any terms and/or conditions Lessee includes with any purchase order, regardless of whether Lessor signs the purchase order or not. Lessor reserves the right to make changes to this site and these Terms and Conditions at any time.

Please sign if you have completely read, understand and agree to the terms and conditions of this agreement.