ALL DAY Photo Booth Rental

By renting from Photo Booth North Carolina you are agreeing to these terms and conditions. You are responsible for reading the entire document.

The following terms and conditions will set forth an agreement between the renter and Photo Booth North Carolina for photo booth services for the event. This written agreement sets forth the full written intention of both parties and supersedes all other written and/or oral agreements between the parties.

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TERMS The client understands that all images from this booth are sent via WifI/LTE connection and photos may be delayed to guests if the connection is lost or the signal is weakened. All photos taken at the event will be sent to guests once a strong connection is made. The quality of photos is subjective and not grounds for refunds. All our equipment is industry standard for the purpose of novelty photo booth rental service. Payment must be made before additional time can be allowed. Rentals are only between 11 AM - 11 PM. Client acknowledges that any actions of the guests including but not limited to misuse of any equipment including props, backdrop, or stand by the client or client's guests including children in a manner that causes harm to another person is the sole responsibility of the said person. Client agrees that Photo Booth North Carolina or its owners shall not be held liable or responsible for any actions of the guests.

PAYMENT To reserve photo booth rental service for the event, a deposit of \$99 must be made prior to the event date. Service will not be rendered if full payment is not received prior to the event date. Once this signed agreement is received. Payment for extra time must be completed before time can be provided for your event. We may not be able to provide extra hours if not previously arranged. Extra hours provided without being scheduled must be paid in full via electronic payment or cash. Any parking fees required to allow access to the venue or required for delivery staff to remain at the event for the duration of the event or setup time must be paid by the client on the same contract invoice. Any payment for parking fees not received may delay the attendant and will be billed to the client after the event.

DATE CHANGES, CANCELLATIONS & REFUNDS \$99 deposit is non-refundable under any circumstance. Any request for a date change must be made at least 30 days in advance of the original event date. Change is subject to photo booth availability. If there is no availability for the alternate date the payment shall be refunded minus a cancellation fee and deposit. Any requests for a refund must be made in writing via email for proper processing. A minimum non-refundable cancellation fee of \$100 will apply to all cancellation requests up to 15 days before the event date. Booking canceled one week or less before the event date is subject to a \$150 cancellation fee and deposit. At the sole discretion of Photo Booth North Carolina, event rental may be canceled and prior payments will be fully refunded in the event that services cannot be rendered at all due to unforeseen circumstances on our part. Notification of such cancellation will be made as soon as possible and once refunded Photo Booth North Carolina shall no longer be indebted to the client. Chargeback requests made without first requesting a refund shall be handled in small claims court on a case-by-case basis. Cancellations made by the client or due to insufficient or incorrect space after the staff has arrived at the venue will not be refunded. Refunds may take up to 14 days to be processed. Refund of any upgrade or add-on is subject to a \$20 cancellation fee per item minimum. Any requests for a refund must be made in writing via email for proper processing. The \$99 deposit is non-refundable.

DAMAGE TO PROVIDER'S EQUIPMENT Client acknowledges that in the absence of damage waiver payment client shall be financially liable for any accidental damage to the provider's equipment. The client must pay \$3,000 for equipment plus loss of business if the equipment is lost or damaged. The client is responsible for loss or damage to the provider's equipment caused by: a) any misuse of the provider's

equipment by the client or its guests or b) any theft or disaster, (including but not limited to rain, fire or flood, etc), c) any damage caused by the client requesting the booth to be set up outside without a covering, d) any vandalism to provider's equipment, e) not returned. A \$100 fee will be billed to the client if the photo booth setup was moved by the client or guests during the event.

INDEMNIFICATION Client agrees to and understands the following: a) client will indemnify the provider and its associates against any and all liability related to the client and clients guests' use or misuse of the photo booth and props during or after the client's event including events arising from the use of the photo booth by children, b) client will indemnify provider and its vendors against any and all liability associated with the use of pictures taken within the photo booth or by its representatives, employees or affiliates at client's event, c) client will indemnify provider from the time of service and on into the future, against any liability associated with said use.

MODEL RELEASE Client agrees to and understands the following: Photo Booth North Carolina owns the copyright and reserves the right to use, photographic portraits or pictures of any photo booth user who may be included intact or in part, for any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. Photo Booth North Carolina and its providers are released, discharged, and will be held harmless from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Photos may not be used by client or affiliates for any purpose other than personal use without the express permission of Photo Booth North Carolina. We respect your privacy so please let us know via email before your event if you would like your photos to be kept private and not used.

MISCELLANEOUS TERMS If any provision of these terms shall be unlawful, void, or for any reason, unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Photo Booth North Carolina and the client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, the client agrees to solve any disputes via arbitration or small claims court. By using Photo Booth North Carolina rental services the client agrees to be bound by the terms and conditions.

PRINT Photo Booth Rental

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TERMS The service period will be agreed upon rental time and date. We will arrive approximately 1 hour before the service period. If for any unforeseen reason, we are unable to arrive until your event begins or need to arrive early we will notify you as soon as we can. Provider agrees to have the photo booth operational for a minimum of 80% of the paid rental period: occasionally operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting the camera, adjusting printer, fixing unexpected lag, or returning to the event to complete such tasks, etc). If for any reason on our part (including but not limited to equipment malfunction), we are unable to start your event at the agreed-upon time or continue your event we will compensate you for any lost service time. First, by providing an additional time of up to 30 minutes if your venue permits or if your venue does not permit, a prorated refund not exceeding \$20 for each hour lost. No compensation shall be made for delay caused by the client once the staff has arrived at the event location whether due to incorrect address, insufficient power, unclear instructions, or

otherwise. No compensation shall be made for idle time or lost time resulting from the client's express permission for the stall to leave before the service time is over or for guests choosing not to use the photo booth. The quality of photos or prints is subjective and not grounds for refunds. All our equipment is industry standard for the purpose of novelty photo booth rental service. Please note that the last photo booth session must end 5 minutes before the service end time. Any additional time requested by the client must be paid in increments of no less than 30 minutes at \$60. Payment must be made before additional time can be allowed. Photo Booth staff are not allowed to consume any alcoholic beverages during the service period. Client acknowledges that any actions of the guests including but not limited to misuse of props, printer, backdrop, or any equipment by the client or client's guests including children in a manner that causes harm to another person is the sole responsibility of said person. Client agrees that Photo Booth North Carolina Rental or its owners shall not be held liable or responsible for any actions of the guests or for any actions of the photo booth staff that is not detailed in their job description.

PAYMENT To reserve photo booth rental service for the event, a deposit of \$99 must be made prior to the event date. Service will not be rendered if full payment is not received prior to the event date. Once this signed agreement is received. Payment for extra time must be completed before time can be provided for your event. We may not be able to provide extra hours if not previously arranged. Extra hours provided without being scheduled must be paid in full via electronic payment or cash. Any parking fees required to allow access to the venue or required for delivery staff to remain at the event for the duration of the event or setup time must be paid by the client on the same contract invoice. Any payment for parking fees not received may delay the attendant and will be billed to the client after the event.

DATE CHANGES, CANCELLATIONS & REFUNDS \$99 deposit is non-refundable under any circumstance. Any request for a date change must be made at least 30 days in advance of the original event date. Change is subject to photo booth availability. If there is no availability for the alternate date the payment shall be refunded minus a cancellation fee and deposit. Any requests for a refund must be made in writing via email for proper processing. A minimum non-refundable cancellation fee of \$100 will apply to all cancellation requests up to 15 days before the event date. Booking canceled one week or less before the event date is subject to a \$150 cancellation fee and deposit. At the sole discretion of Photo Booth North Carolina, event rental may be canceled and prior payments will be fully refunded in the event that services cannot be rendered at all due to unforeseen circumstances on our part. Notification of such cancellation will be made as soon as possible and once refunded Photo Booth North Carolina shall no longer be indebted to the client. Chargeback requests made without first requesting a refund shall be handled in small claims court on a case-by-case basis. Cancellations made by the client or due to insufficient or incorrect space after the staff has arrived at the venue will not be refunded. Refunds may take up to 14 days to be processed. Refund of any upgrade or add-on is subject to a \$20 cancellation fee per item minimum. Any requests for a refund must be made in writing via email for proper processing. The \$99 deposit is non-refundable.

DAMAGE TO PROVIDER'S EQUIPMENT Client acknowledges that in the absence of damage waiver payment client shall be financially liable for any accidental damage to the provider's equipment. The client must pay \$3,000 for equipment plus loss of business if the equipment is lost or damaged. The client is responsible for loss or damage to the provider's equipment caused by: a) any misuse of the provider's equipment by the client or its guests or b) any theft or disaster, (including but not limited to rain, fire or flood, etc), c) any damage caused by the client requesting the booth to be set up outside without a covering, d) any vandalism to provider's equipment, e) not returned. A \$100 fee will be billed to the client if the photo booth setup was moved by the client or guests during the event.

INDEMNIFICATION Client agrees to and understands the following: a) client will indemnify the provider and its associates against any and all liability related to the client and clients guests' use or misuse of the photo booth and props during or after the client's event including events arising from the use of the photo booth by children, b) client will indemnify provider and its vendors against any and all liability associated with the use of pictures taken within the photo booth or by its representatives, employees or affiliates at client's event, c) client will indemnify provider from the time of service and on into the future, against any liability associated with said use.

MODEL RELEASE Client agrees to and understands the following: Photo Booth North Carolina owns the

copyright and reserves the right to use, photographic portraits or pictures of any photo booth user who may be included intact or in part, for any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. Photo Booth North Carolina and its providers are released, discharged, and will be held harmless from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Photos may not be used by client or affiliates for any purpose other than personal use without the express permission of Photo Booth North Carolina. We respect your privacy so please let us know via email before your event if you would like your photos to be kept private and not used.

MISCELLANEOUS TERMS If any provision of these terms shall be unlawful, void, or for any reason, unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Photo Booth North Carolina and the client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, the client agrees to solve any disputes via arbitration or small claims court. In the event the provider is unable to supply a working photo booth for at least 80% of the service period, the client shall be refunded a prorated amount based on the service period clause of this contract. If the printer fails to print out photos on site the provider will be allowed to provide prints at a later time free of charge with free shipping as well as the ability for guests to download the digital files for their own use. By using Photo Booth North Carolina rental services the client agrees to be bound by these terms and conditions.

PICK-UP Photo Booth Rental

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TERMS The service period will be agreed upon dates. The client understands they must return the photo booth in the exact condition it was when given by the following Monday after the client's event. If equipment is not returned within a week of the agreed return time, the client is liable to pay \$3,000 for equipment plus loss of business due to not having the equipment. All images from this booth are sent via WifI/LTE connection and photos may be delayed to guests if the connection is lost or the signal is weakened. All photos taken at the event will be sent to guests once a strong connection is made. The quality of photos is subjective and not grounds for refunds. All our equipment is industry standard for the purpose of novelty photo booth rental service. Client acknowledges that any actions of the guests including but not limited to misuse of equipment including props, backdrop, etc. by the client or client's guests including children in a manner that causes harm to another person is the sole responsibility of the said person.

SERVICES: Photo Booth North Carolina Rental agrees to provide a photo booth rental and the client agrees to drop off the photo booth and other equipment rented by the following Monday after the client's event, in the exact condition it was when given.

PAYMENT To reserve photo booth rental service for the event, a deposit of \$99 must be made prior to the event date. Service will not be rendered if full payment is not received prior to the pick-up date. We accept payment by Zelle, Venmo, and Cash or credit card which will include a 5% transaction fee.

DAMAGE TO PROVIDER'S EQUIPMENT Client acknowledges that in the absence of damage waiver payment client shall be financially liable for any accidental damage to the provider's equipment. The client

must pay \$3,000 for equipment plus loss of business if the equipment is lost or damaged. The client is responsible for loss or damage to the provider's equipment caused by: a) any misuse of the provider's equipment by the client or its guests or b) any theft or disaster, (including but not limited to rain, fire or flood, etc), c) any damage caused by the client setting up the booth outside without a covering, d) any vandalism to provider's equipment, e) not returned.

INDEMNIFICATION Client agrees to and understands the following: a) client will indemnify the provider and its associates against any and all liability related to the client and clients guests' use or misuse of the photo booth and props during or after the client's event including events arising from the use of the photo booth by children, b) client will indemnify provider and its vendors against any and all liability associated with the use of pictures taken within the photo booth or by its representatives, employees or affiliates at client's event, c) client will indemnify provider from the time of service and on into the future, against any liability associated with said use.

MODEL RELEASE Client agrees to and understands the following: Photo Booth North Carolina owns the copyright and reserves the right to use, photographic portraits or pictures of any photo booth user who may be included intact or in part, for any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. Photo Booth North Carolina and its providers are released, discharged, and will be held harmless from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Photos may not be used by client or affiliates for any purpose other than personal use without the express permission of Photo Booth North Carolina. We respect your privacy so please let us know via email before your event if you would like your photos to be kept private and not used.

MISCELLANEOUS TERMS If any provision of these terms shall be unlawful, void, or for any reason, unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Photo Booth North Carolina and the client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, the client agrees to solve any disputes via arbitration or small claims court. In the event the client does not return the photo booth within a week of the agreed pickup time, they are responsible for \$3,000 for equipment plus loss of business due to not having the equipment. By using Photo Booth North Carolina rental services the client agrees to be bound by these terms and conditions.