

# TERMS & CONDITIONS

## **The Provider**

Booth Pros by Masitects LLC (Booth Pros)

## **The Customer**

The person booking Booth Pros for their event.

The following contract and its terms comprise an agreement between the Provider and the Customer for the hire of the Photo Booth.

This written contract sets out the full intentions of the parties and supersedes any previous written or oral agreements made between the parties.

## **Service Period**

The Provider agrees to provide a Photo Booth operational and available for use for a minimum of 80% of the agreed service period, to permit maintenance of the Photo Booth should any be necessary

## **Payment**

A non-refundable deposit of \$100 of the agreed rental charge is required to secure a reservation for the Photo Booth, the balance of the agreed rental charge is due 7 days before the Customer's event. If the operator uses the equipment for a period in excess of the agreed service period, additional rental charges will be payable by the Customer to the Provider, calculated on a pro rata basis.

Payment of all additional rental charges must be made by the Customer before any additional service period commences.

## **Access, space & power requirements**

The Customer will arrange for an appropriate space to be made available for the Photo Booth at the event venue. A minimum floor area of 9ft x 9ft is required.

The Customer will provide a mains electricity supply comprising a single 10amp socket located within the space designated by the Customer for the Photo Booth

## **Date changes & cancellations**

Any request to alter the agreed date of the rental of the Photo Booth must be made in writing and at least seven days prior to the Customer's event.

Any change of date is subject to the availability of the Photo Booth on the alternative date and receipt of a new booking contract.

If the Customer cancels an agreed rental of the Photo Booth up to seven days before the rental date the deposit paid will be forfeit.

If the Customer cancels an agreed rental of the Photo Booth within seven days before the rental date the full amount will be forfeit.

### **Loss or damage to Provider's equipment**

The Customer assumes complete responsibility for any loss of or damage to the Provider's equipment (other than fair wear and tear) caused by any misuse of the equipment by the Customer, their employees, or their guests.

The Customer shall be responsible for any loss of or damage to the Provider's equipment caused by theft, fire, flood or accidental damage.

### **Indemnification**

The Customer agrees to, and understands the following:

- a) The Customer will indemnify the Provider against any and all liability related to the Customer's Event and use of the Provider's equipment.
- b) The Customer will indemnify the Provider against any and all liability associated with the use of any pictures taken at the Customer's event by the Photo Booth or by its operatives, employees or affiliates.

### **The Customer agrees to, and understands the following:**

All persons using the Photo Booth at the Customer's Event hereby given to Booth Pros the right and permission to copyright and to reproduce or otherwise use any photographic portraits or pictures of any Photo Booth user who may be included in whole or in part, via any or all media now or hereafter known for illustration, art, promotion, advertising, trade, or for any other purpose.

In addition, the Customer, hereby releases, discharges and agrees to maintain The Photo Emporium free from any liability arising out of the taking of said picture or any subsequent processing or publication thereof including, without limitation, any claims for libel or invasion of privacy.

### **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 the Provider and the Customer relating to the subject matter herein and shall not be modified except as agreed in writing by both parties.

In the unlikely event that it is not possible, other than for reasons beyond the Provider's control, to provide an operational Photo Booth for at least 80% of the agreed service period, the Provider shall make a refund to the Customer calculated pro rata from the total charge made for the agreed service period.

Where the rental includes a photographic printer and for any reason printed photographs cannot be provided on site at the time of the event, the Provider will place the photographs on a web site which the Customer and their guests can access to place an order for prints of any photographs which will then be supplied and delivered by post, free of charge.

Any Photo Booth extras that are purchased such as a 4x6 photo album, flash drive, or any other services that takes place after the event is finished, the Provider will ship final products within 14 days of the events end free of charge.

In the rare event an attorney or lawsuit occurs, the Customer takes full responsibility of all charges, court fees, and miscellaneous fees that occurs.

If no service is received, the Provider's maximum liability will be the return of all payments received from the Customer. The Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.