

Booth By Mail

A division of City Lights Photo Booths

Terms and Conditions

EVENT AGREEMENT DETAILS:

Event Rental Equipment	Payment	Payment Due	Event Date
Photo Booth Rental	\$289.99	Immediately upon order	Date to be selected via Website. Total of 24 hour equipment rental.
Processing Fee	\$8.70	Immediately upon order	
Extra 100 Prints	(Available upon Request)		
Total:	\$298.69	Immediately upon order	

This agreement is made effective for all purposes in all respects by and between City Lights Photo Booths, and/or staff hereinafter referred to as the "COMPANY" and the individual customer hereinafter referred to as the "CLIENT", relating to renting the photo booth equipment detailed in Appendix A to these Terms and Conditions hereinafter referred to as the "EVENT RENTAL EQUIPMENT" and the event date selected by the CLIENT, hereinafter referred to as the "EVENT(S)."

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: Agreement to these Terms and Conditions is acknowledged by the CLIENT upon reservation of EVENT RENTAL EQUIPMENT. Additionally, payment in full is also required to reserve the dates and times of the EVENT(S). Once the COMPANY receives both the reservation and payment in full by the CLIENT for the EVENT(S) the reservation is finalized. In any and all situations the entire payment is non-refundable once the contract is signed for the EVENT(S).

SERVICES PERFORMED: The EVENT RENTAL EQUIPMENT will arrive one to two days prior to

the EVENT(S) date(s) selected by the CLIENT. EVENT RENTAL EQUIPMENT will be delivered via UPS mail with a signature required for receipt of items. The COMPANY is not responsible for incorrect addresses provided by the CLIENT which may delay or prevent delivery. The EVENT RENTAL EQUIPMENT provides the CLIENT the ability to conduct photo booth services independently. Upon completion of setup by the CLIENT, the photo booth software will allow the CLIENT to provide event photography and the ability to print and share photos via email and text message (wifi permitting). Digital images will be delivered in JPEG format as suitable for printing, posting to websites, and/or sharing with family and friends.

EVENT SCHEDULE: The CLIENT agrees to book the EVENT RENTAL EQUIPMENT a minimum of 3 weeks prior to the EVENT(S) date(s) to allow for shipping. If the EVENT(S) is/are cancelled subsequent to reservation by the CLIENT, the fee(s) received is/are non-refundable and shall be liquidated damages to the COMPANY. If special shipping requirements are requested by the CLIENT the COMPANY will try to accommodate; however additional shipping fees may apply.

SAFETY: In any and all circumstances, the COMPANY is not liable for any injury, damages, and/or loss related to person(s) at the EVENT(S). The CLIENT assumes the responsibility of the safety and well-being of all the individuals at the EVENT(S).

The COMPANY is not present at the EVENT(S) and therefore cannot provide any services to ensure safety. The safety of all person(s) at the EVENT(S) is entirely the responsibility of the CLIENT. Upon receipt of the EVENT RENTAL EQUIPMENT, all responsibility for safe operation of the EVENT RENTAL EQUIPMENT is handled by the CLIENT.

RESPONSIBILITIES: The COMPANY will provide the EVENT RENTAL EQUIPMENT necessary to conduct photo booth services at the EVENT(S) agreed upon above. The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including, but not limited to, equipment malfunctions, computer malfunctions, lighting conditions, wifi connectivity, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, or restrictions of the locations. The COMPANY is not responsible for lighting or weather conditions which may negatively impact or restrict the photo quality or coverage. The COMPANY is not held liable for misuse of the EVENT RENTAL EQUIPMENT in any way.

DAMAGES TO EQUIPMENT: The CLIENT is solely responsible for the operation of the EVENT RENTAL EQUIPMENT once delivered via UPS mail. Responsibility to the CLIENT is terminated upon successful return of the EVENT RENTAL EQUIPMENT undamaged to the COMPANY. Specific details of the EVENT RENTAL EQUIPMENT, to include specific items and replacement costs are detailed in Appendix A of these Terms and Conditions. Damages to the EVENT RENTAL EQUIPMENT will require immediate replacement by the CLIENT in the amounts detailed in Appendix A of these Terms and Conditions.

FILM and COPYRIGHTS: The photographs produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission.

The COMPANY hereby grants the CLIENT permission to print images, share the images on social networking websites, share with family and friends, and share on vendor websites as long as the images

remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the right to use and publish photographs of the EVENT(S). The CLIENT hereby assigns the COMPANY the right to use and publish photographs of the CLIENT and/or guests at the EVENT(S) or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In any and all circumstances, liability is strictly limited to the return of payment(s) received by the COMPANY only for the EVENT(S). In the unlikely event that the EVENT RENTAL EQUIPMENT provided from the COMPANY is unable to perform to the guidelines of this contract, responsibility and liability is strictly limited to the return of payment(s) received for the EVENT(S) and nothing further.

In the unlikely event that printing services ONLY are unavailable due to printer malfunction, however all remaining EVENT RENTAL EQUIPMENT is functional, the CLIENT is entitled to a refund limited to \$50.00. This refund is contingent upon inspection of EVENT RENTAL EQUIPMENT functionality by the COMPANY. Refunds will be delivered via check by U.S mail.

In the unlikely event of computer malfunction resulting in all photo booth services being unavailable, the CLIENT is entitled to a refund of \$289.99 and nothing further. This refund is contingent upon inspection of EVENT RENTAL EQUIPMENT functionality by the COMPANY. Refunds will be delivered via check by U.S mail.

In all circumstances, the COMPANY is not liable for any injury, damages, and/or loss related to person(s) at the EVENT(S). The CLIENT assumes the responsibility of the safety and well-being of the individuals at the EVENT(S).

The CLIENT hereby agrees to these Terms and Conditions upon completion of the photo booth reservation process which includes online reservation and payment. The CLIENT acknowledges they have read and understood all of the terms above and is mentally competent and of legal age to enter into this Agreement.

Appendix A

Event Rental Equipment Items and Replacement Cost from Damage

<u>EVENT RENTAL EQUIPMENT ITEMS</u>	<u>REPLACEMENT COST</u>
Apple Ipad	\$550
Video Light and Accessories	\$75
Ipad Protective Case/Mount	\$75
Light Stand/Tripod	\$50
Backdrop Support System	\$100

Backdrop	\$150
Printer	\$150
Printer ink and Paper	\$50
Carrying Case	<u>\$150</u>
Total Replacement if Lost/Stolen:	\$1,350

POTENTIAL FEES

FEE AMOUNT

DETAILS

Late Return Fee	\$100	Charged per day- Max of \$1,350
Shipping Fee	\$100	Charged if additional shipping charges are incurred by the company.

The CLIENT hereby agrees to these REPLACEMENT COSTS and POTENTIAL FEES listed above in the event of damage to the EVENT RENTAL EQUIPMENT. Repayment of damaged equipment must be provided to the company within 5 business days of the EVENT(S) date(s).