

360 TIMELESS PHOTOS

Rental Agreement

CLIENT INFORMATION ↴

Client Name: _____

Home Address: _____

Email: _____ Phone: _____

EVENT INFORMATION ↴

Date of event: _____ Type of event: _____

Email: _____ Phone: _____

Venue Name & Address: _____

Event Contact Person: _____

Approx. #Of Guests: _____ Indoor/ Outdoor? _____

Booth set up: _____ Booth Start Time: _____ Booth End Time: _____

BASIC PACKAGE ↴

3 Hours, \$_____

3 Hours, \$____

6 Hours,_____

ADD-ON PACKAGE ↴

Back Drop, \$100

Back Drop & Props, \$125

ADDITIONAL ADD-ONS ↴

Custom Templates, \$50

Unlimited Prints, \$150

Guest audio phone, \$100

Additional Service: _____

Total: _____ Deposit: _____ Due: _____

360 TIME LESS PHOTOS

Rental Agreement

The following contract and its terms will set forth an agreement between Instant Charm Prop & Sanp referred to as the Provider and _____ referred to as the Client, for photo booth services. This written contract sets forth the full, written intention of both Parties and supersedes all other written and/ or oral agreements between the parties.

SERVICE PACKAGE:

The Service Period will be from these times: _____. In the event 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 amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a website to the client where their guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use.

PAYMENT & CANCELLATION POLICY:

A deposit of the agreed amount is required when signing this agreement to secure the event date. The deposit is not refundable if 30 days or less before the event date. The final payment of the remaining balance is non-refundable and due 7 days before the event date. Photo booth service will not start until the balance is paid off in full. Pay for overtime must be paid before additional hours are awarded.

ACCESS & PARKING:

The client 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 Client's expense. The Client agrees to ensure convenient and safe access, including any required parking arrangements, to facilitate the timely setup and removal of the photo booth equipment. Any restrictions, limitations, or charges related to venue access and parking shall be the Client's responsibility, and the Rental Company shall not be held liable for any delays or issues arising from inadequate access or parking arrangements. The Parties confirm their understanding and acceptance of these access and parking terms

SETUP REQUIREMENTS:

The client must provide a safe environment in which to operate. A flat, hard, solid, level space of 8'L x 8'W by 8'H must be provided to set up the photo booth. The photo booth must be able to be rolled into position, carrying the photo booth upstairs is not always possible, depending on the model. An available 120V outlet must be within 10 feet of the booth. The space provided must be indoors or under a secure tent with NO risk of rain or water. The client will grant the photo booth operator the sole discretion to prevent unauthorized persons from using the booth and the right to deny use to anyone who may disrupt or damage the booth. If conditions change and become unsafe for the provider attendants or equipment during an event, and a different location at the venue cannot be secured, the providers reserve the right to cancel the remaining service time. No refunds will be given in this circumstance.

Client Initials: _____ Provider Initials: _____

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PHOTO BOOTH SETUP / REMOVAL:

The provider will deliver, set up and remove the photo booth from the event location. Operation of photobooth times may be adjusted if the event location or Client ends the event prior to the contracted end time and no refund of money will apply. The provider requires access to the venue at least 60 minutes before the event and 30 minutes after the event for setup and takedown.

PHOTO BOOTH OPERATIONS:

Photo Booth agrees to have the photo booth operational for the time period specified; however, in some situations, operations may need to be interrupted for maintenance, service, and/or photography optimizations. Photo Booth agrees to send a qualified technician onsite to maintain and operate the photo booth. Should Photo Booth fail to provide a fully operational photo booth during the agreed-upon times, the client's only remedy is a refund of the payment received. The client agrees that 360 timeless photos will not be responsible for consequential damages. If only partial services can be provided due to conditions beyond our reasonable control, then the rental charges shall be on a prorated basis. The provider is not liable for any injuries or damages arising from improper use of the photo booth and/or other associated equipment.

SERVICE AVAILABILITY:

Provider agrees to have a photo booth operational for a minimum of 85% during the scheduled period; operation may be needed to be interrupted for maintenance of the photo booth (changing photo paper, adjusting the camera, adjusting printer, lighting when applicable) to achieve a quality product. Should we fail to provide a fully operational photo booth during the agreed duration, you will be issued a refund reflective of the service downtime. The provider will not be responsible for service interruptions from the consequential damages.

EQUIPMENT:

This agreement ("Agreement") establishes the terms for the rental of photo booth equipment between 360 timeless Photos, referred to as the ("Rental Company,") and (Client's) _____, the "Client." For the specified event scheduled on [Date of Event] _____ at [Venue Name and Address]

_____ the Rental Company agrees to provide essential photo booth equipment, including camera and lighting equipment, a photo booth enclosure or backdrop if included in the package, a display, props, and any additional items as agreed upon. The Rental Company will handle the setup and removal of the equipment, ensuring its proper functioning throughout the event. The Client acknowledges their responsibility to adhere to operational guidelines, ensure careful use, and protect the equipment from damage or misuse. In the event of loss or theft, the Client agrees to cover the replacement cost.

- Any misuse of the provider's equipment by the client or its guests.
- Any form of theft or disaster including but not limited to fire, floods, or an earthquake.
- Loss of power or power surges to the photo booths at any time resulting in loss of pictures or damage of software and/or equipment.

The client further acknowledges the provider shall have the express right to decline service to the client's guests either invited or uninvited, for misuse, inappropriate photos, and or unruly behavior.

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CHANGE IN EVENT DATE:

If subsequent to this Agreement, the Client changes the date of the service, The Provider will make best efforts to accommodate the Client and provide services on the changed date. If the Provider is not available on the new event date, the Provider shall be entitled to keep the initial retainer, or 25% of the total Service Fee and neither party shall have any further liability or obligation under this Agreement. If Client reschedules the event, and the new date is in the following calendar year, any new pricing in effect at that time shall apply and will be included in the Client invoice

CUSTOMIZATION:

Photo booth customization has become a popular trend, elevating the traditional photo booth experience to new levels of fun and personalization. Modern photo booth services offer a wide array of options to tailor the experience to any event or theme. From customizable backdrops, props, and photo templates to digital overlays and filters, guests can enjoy a unique and immersive photo-taking experience. Personal branding, logos, or event-specific graphics can be integrated into the prints, enhancing brand visibility or commemorating special occasions. With the incorporation of green screens, guests can transport themselves to different virtual backgrounds, adding an element of creativity and excitement. Furthermore, social media integration enables guests to instantly share their photos online, extending the event's reach and engagement. Photo booth customization not only entertains and captivates guests but also creates lasting memories and a sense of connection to the event, making it an invaluable addition to any celebration or gathering.

MEDIA DELIVERY:

Photo booth media delivery is a crucial aspect of the overall photo booth experience, ensuring that guests can cherish and share their captured memories long after the event concludes. Once guests have had their fun posing in front of the camera and selecting their favorite shots, the photo booth system processes the images with lightning speed. Depending on the setup and preferences, guests can receive their photos in various formats, including high-quality prints and digital copies. Guest can input their email and phone numbers for receiving the photos digitally. The provider is not responsible for what anyone does with the photos when they access, print, share, or store them. An online gallery of all media created by the photo booth at the event will be made available to the client within 7 days after the event. The client is responsible for achieving and protecting the media content.

INTERNET ACCESS:

When applicable, the Provider's Photo booth requires reliable access to Internet connection when sending Image files instantly. In the event that the Internet is not available, SMS and Email will queue all submissions and be sent once the Internet becomes available. Client understands that the Provider is not responsible for Internet Reliability and cannot guarantee that reliable Data Signals will be available in all locations. If no coverage becomes available at the event location, the Provider will send all digital copies to the Client and guests within seven days of the rental conclusion.

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LIABILITY & INDEMNITY:

The Provider will not be liable for direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Agreement and the services provided. The Client will indemnify and hold harmless the Provider and all technicians who are independent contractors working with the Provider at the time against all liability related to the Event from its date and into the future. The Client 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. Client agrees that the Provider's maximum liability for any claims, breaches or damages by reason of any act or omission, including breach of contract or negligence, shall be limited to the dollar amount paid by Client pursuant to this Agreement.

RIGHT TO SAFE WORK ENVIRONMENT:

Client will be responsible for and shall ensure that Provider's employees, representatives, agents or contractors are provided a safe work environment free from hazards, attacks, threats of violence or any harassment sexual, racial or otherwise in nature. In the case the Provider or representative feels unsafe, the Provider may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Client responsible for any deficiency. No refunds will be made in whole or in part and all monies paid will be retained for value received. The rights and remedies of the Provider provided by law and this Agreement shall be cumulative in nature

MODEL RELEASE: (We will exclude this release upon request)

Client hereby agrees to, and understands that all guests using the photo booth/studio or other equipment hereby give to Provider the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose.

FORCE MAJEURE:

Neither the Provider nor Client shall be held responsible or liable if the fulfillment of any terms or provisions of this Agreement is delayed or prevented by revolutions or other disorders, wars, acts of enemies, fires, floods, acts of God, or without limiting the foregoing by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes enumerated before or not. In the event the events contemplated by this paragraph occur, the Provider shall be entitled to retain the greater of the Retainer or 25% of the Service Fee to the Provider for value received. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

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DISPUTE RESOLUTION:

To ensure a timely and economical resolution of disputes that arise in connection with this agreement, the Provider and Client agree that any and all disputes, claims or causes of action arising from or relating to enforcement, breach, the performance and interpretation of this Agreement shall be resolved to the fullest extent permitted by law by final and binding arbitration by a single arbitrator in Florida

SEVERABILITY:

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL TERMS & CONDITIONS:

This is the entire agreement between provider and 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 arguments via arbitration. This agreement constitutes the entire agreement and supersedes all prior oral, written, and other agreements between the parties with respect to the subject matter hereof. This agreement may only be amended in writing and signed by both parties.

I have read, understand and agree to the terms and conditions of this Agreement.

Client name (signature)

Date

Provider name (signature)

Date