

Flashfun Photo Booth Rentals Terms & Conditions

By renting from Flashfun Photo Booth Rentals 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 Flashfun Photo Booth Rentals 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 Flashfun Photo Booth Rentals 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 \$100 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

\$100 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 Flashfun Photo Booth Rentals, 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 Flashfun Photo Booth Rentals 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 \$100 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 \$1,000 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
- 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) equipment 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 client's 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: Flashfun Photo Booth Rentals 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. Flashfun Photo Booth

Rentals 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 Flashfun Photo Booth Rentals. 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 Flashfun Photo Booth Rentals 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 Flashfun Photo Booth Rentals rental services the client agrees to be bound by the terms and conditions.