

PHOTOBOOTH RENTAL CONTRACT

Social Selfies

MODERN PHOTOBOOTH HIRE

Between:

CLIENT NAME

Hereinafter referred to as ("the Client")

and

SOCIAL SELFIES MODERN PHOTOBOOTH HIRE

Hereinafter referred to as ("the Owner") or ("Social Selfies")

WHEREAS the Owner agrees to lease to the Client the photo booth and associated equipment, including but not limited to cameras, lighting, platforms and backdrops, hereinafter referred to as "the Photobooth", in accordance with the terms of this Contract.

IN CONSIDERATION OF the matters described above and the mutual obligations set forth in this Contract, the Client and the Owner agree as follows;

DATE AND LOCATION

The Owner will deliver the Photobooth to *VENUE NAME + ADDRESS* ("the Venue") on *DATE*, ("the Event").

AMENDMENTS

No modification of or amendment to this Contract shall be valid or binding unless set forth in writing and duly executed by both of the Parties to this Contract.

PAYMENT

Prices are subject to change, please check before booking for most updated prices. The hirer is agreeing to the Terms & Conditions if they pay any, or the complete amount, of the invoice.

A \$300 non-refundable deposit, deducted from the total invoice, is required to secure the event time and date. Until this deposit is received, the date cannot be secured and confirmed.

The remaining balance must be paid by the hirer to Social Selfies at least 14 days prior to the event. We will notify clients of when this payment is due. If booked within 7 days of the event, a non-refundable full payment must be received at least 48 hours before the booking.

A travel surcharge may apply to events more than one hour from Grafton, New South Wales. Certain dates may be subject to an additional surcharge, such as public holidays or holiday periods.

Late payments exceeding 30 days from the event will incur late payment fees of \$100 per month until the invoice is paid. Props (if used) must be in 100% condition by the end of the event, otherwise a charge may apply.

GST

Prices exclude GST unless otherwise stated.

PUBLIC HOLIDAY AND HOLIDAY PERIOD SURCHARGE

During the period of 24th December to 2nd January, all events which are booked during this time will incur a 10% surcharge. All events booked on NSW Public Holidays will also incur a 10% surcharge.

CLIENT RESPONSIBILITIES

The Client acknowledges and agrees that they have confirmed that the Venue is aware of, and in agreement with the use of the Photobooth at the Venue.

The Client acknowledges and agrees that they are responsible for ensuring that all the Event attendees treat the Photobooth with respect. The Client further acknowledges and agrees that they shall be fully liable for any theft or damage to the Photobooth, and agrees to pay for any repairs or replacement required should damage or theft occur.

The Client acknowledges and agrees that they shall be fully responsible for ensuring there is at least ten (10) feet by ten (10) feet of floor space, and eight (8) feet of ceiling clearance for the Photo Booth at the Venue, as well as access to a power outlet within 15 feet of the Photo Booth.

PRIVACY

Social Selfies will not sell your details to any third party and will take reasonable measures to ensure that your details remain confidential.

USE OF IMAGES

When hiring from Social Selfies, the hirer gives permission for the images taken at the event to be used on Social Selfies' website or social media platforms for marketing purposes - unless advised prior to the event, by the hirer, that they wish for their images to remain private and not used by Social Selfies for marketing purposes.

Social Selfies will not use images which are deemed unsuitable on their website or social media platforms, and will not use any content which may be personally damaging to any person/s. If the hirer requests to remove our watermark on their final print template they will incur an additional fee to do so.

OPERATION OF PHOTOBOOTH

Due to the nature of technology there is no guarantee that the Photobooth will remain operational throughout the entire Event. Operation of the Photobooth may need to be interrupted for maintenance. Should the Photobooth be non-operational for any duration of the Event, the Owner accepts and agrees they shall refund the Client for the period that the Photobooth was non-operational. The Client acknowledges and accepts that the Owner shall not be responsible for service interruptions caused by the Client or any of the Event attendees.

Operation of the Photobooth is mainly self-service, but there will be a Photobooth Attendant on hand to assist as needed. If an attendee of the Event acts in a manner which the Photobooth Attendant believes to be dangerous, threatening, or inappropriate, they may notify the Client and provide them with the opportunity to remove the attendee from the Event.

If the problem with the attendee continues, the Photobooth Attendant may, without warning, cease Photobooth operations and vacate the Event. If this occurs, the Client acknowledges and agrees that they will be responsible for the full payment of the fee as stated in this Contract, without exception.

PARKING

We will be required to park our vehicle close to the venue, given the nature of our service (heavy, fragile equipment). As such, by booking with Social Selfies, the hirer agrees to forfeit any time from the rental period required for Social Selfies to set up if suitable parking is not available.

HIRING AND SERVICE

Set up and removal of the equipment will be free of charge. Time taken to deliver, set up and remove the equipment will remain outside the rental period, unless suitable parking is not available. The Photobooth Attendant/s will aim to arrive an hour prior to the beginning of hire time in order to set up.

An earlier set up time can be arranged with Social Selfies - please note that an idle fee may be applied for set up that is required earlier than 1 hour prior to designated hire start time. A trained Photobooth Attendant will be in supervision of the equipment at all times to ensure smooth operations.

The hirer will be liable for any damage caused to the hired equipment within the duration of the hire, as well as during any idle time, set up or removal - if this damage was caused by a member of the event.

RETURN OF PHOTO BOOTH

At *TIME* on *DATE*, the Owner and/or Owner's staff shall disassemble and remove the Photobooth from the Event.

The Client agrees and accepts that the Photobooth will be removed from the Event by Owner on the date and time specified by this agreement.

INTERNET ACCESS

Some photo options require reliable internet access. If internet is not available, photos will be placed in a queue and delivered once internet access is available. If there is no internet available at the Venue photos will be made available to the Client within seven (7) business days following the Event.

PHOTO DELIVERY

Photo prints will be provided according to the selected Package. The standard shape is our Post Card print (4 x 6 inches) or you can request Square Print (4 x 4 inches) or Mini Strip (2 x 4 inches) formats. Event attendees can also use their phone number or email address to receive prints digitally.

The Client acknowledges and agrees that the Owner is not responsible for what any individual does with the photos they access, store, download or receive.

An online photo gallery of all photos taken can be made available to the Client within seven (7) business days following the Event, for an additional fee. The Client acknowledges and agrees that they are responsible for archiving and storing all photos that they receive in the online gallery, and that the Owner is not responsible for the lifespan of any photos provided or change in technology that may result in the inability to access or use the photos.

CANCELLATION AND RESCHEDULING

All deposits are non-refundable. If the hirer cancels within 30 days prior to the event date the deposit can be held in lieu for a future booking. Prior notice is required for any changes to the time, location and date of the event.

Social Selfies Photobooth cannot be held accountable for unforeseen delays at the event venue.

LIABILITY

The Client accepts and agrees that they shall hold the Owner harmless against any, and all claims of loss, damage, liability or cost arising from the Client's breach of this Contract, including but not limited to the fees for enforcing this Contract.

The Client hereby releases, and indemnifies and save harmless the Owner against any and all claims or damages in any nature, including but not limited to any special, direct, or consequential damages. The Owner shall not be liable in any way for personal injuries or damages to the property of the Client, the venue, the Client's guests, invitees, agents, employees, contractors or any other person(s).

ENTIRE AGREEMENT

This Contract constitutes the entire agreement among the Parties with respect to the subject matter herein, and there are no other written or verbal agreements, contracts, or representations.

ENFORCEABILITY

If a court of competent jurisdiction finds any term of this Contract to be invalid, illegal, or otherwise unenforceable, that term shall be deemed to be modified to the extent necessary in the court's opinion to render such term or provision enforceable. The rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as provided in this Contract.

GOVERNING LAW PROVISION

This agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of New South Wales and the federal laws of Australia.

WAIVER

A waiver of any provision of this Contract is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

FORCE MAJEURE

Social Selfies will not be liable for failing to perform under the Agreement by the occurrence of any event beyond our reasonable control which may include a labour disturbance, internet/electrical outage, service interruption, communication outage failure by a service provided to us to perform, a fire emergency, threatened or actual act of terrorism, natural disaster or war.

ADDITIONAL NOTES

The Social Selfies Photobooth Attendant may stop the service at any time during the event if they believe the equipment (booth, props, additional equipment) is being misused in any way that may be dangerous to any persons or potentially damaging to the equipment.

The client's online gallery will remain available on our gallery sharing website for 30 days. Social Selfies will contact the client with specific details to access their online gallery. The client's digital photos will be available for download during this time period.

Post-processing of photos is not included. The website will automatically remove the album after the 30 day period, therefore, the client must ensure that they download their digital copies within this time frame. Once they have been removed, the digital pictures cannot be retrieved.

Any variations to these Terms & Conditions must be agreed to in writing by Social Selfies.

Both Parties acknowledge and agree that they have had the opportunity to read, understand, and are in agreement with the terms of this Contract.

IN WITNESS WHEREOF the Parties have executed this Agreement on the xx date of month, 2023;

Witness:

CLIENT NAME HERE

Witness:

YOUR BUSINESS NAME HERE