

IMPRESSION PHOTOBOOTH RENTAL AGREEMENT

This Agreement is made between Impression Photobooth ABN 59 535 417 245 ("Provider") and the undersigned party ("Client") for the rental of photo booth services on the agreed service date. By signing this contract, the Client acknowledges and agrees to the following terms and conditions:

1. Supply of Photo Booth Services & Venue Requirements

- a) The "Service Details" provided will be undertaken to the following specifications as entered into the on-line booking form. Any changes must be made in writing prior to the event subject to part 3.
- b) The Client must ensure the venue provides the following:
 - i) A clean, dry 3m wide x 3m long x 3m high space for the photo booth to set up against a wall or solid surface.
 - ii) A standard power outlet within 5 meters of the setup area. Not to be shared with a DJ.
 - iii) We provide mobile data however venue WiFi access details are requested as a backup. If the internet connection is lost or weak, images from the photo booth may be delayed up to 24hrs. In such cases, all photos will be sent once a strong connection is available.
 - iv) Indoor events are preferable from a health and safety reasons. If your event is outdoors, the photo booth must be under a shelter like a marquee or roof and be on a grass or a paved surface. Physical backdrops need to be placed against a wall or solid surface, if this isn't provided we reserve the right to switch to a digital backdrop with no refund available.
- c) If the client fails to provide these conditions or the Services details are incorrect, Impression Photobooth is not responsible for any service disruptions or performance issues.

2. Payments for Service

- a) A \$100 non-refundable deposit is required to secure the booking, which forms part of the full fee.
- b) The remaining balance stated in the Service details must be paid in full no later than 14 days prior to the event unless otherwise agreed in writing. If payment is not received by the due date, Impression Photobooth reserves the right to cancel the booking without refund.
- c) A travel surcharge applies for events over 30km from Nundah, QLD

3. Changes to Service details

- a) If the Client cancels within 14 days of the event no refunds will be issued.
- b) If the Client cancels at least 14 days in advance they will be refunded any payment received except the non-refundable deposit. Or, we can move dates if our schedules allow and the deposit can be transferred to another date within 12 months from the original event. Limited to 2 free reschedule instances.
- c) We are happy to change the service type and/or inclusions, upon request, prior to the event if your new preference is available. We need a minimum of 48 hours notice for any custom work changes.
- d) We provide custom overlay/photo strip and start screen design work. We are happy to accommodate minor design changes e.g. text and font. 2 revisions are included in our fee. If the client wants additional overlay changes or completely new designs this will be charged at \$50 per design.
- e) If an event is cancelled due to Force Majeure (e.g. natural disasters, government restrictions, pandemic etc.), the deposit will be retained and credited toward a future event at no additional cost. If the Client does not reschedule within 12 months, the deposit will be forfeited.
- f) If for unforeseen circumstances we are unable to attend we will source another photo booth company at no additional cost or provide a full refund.
- g) If we attend the Location and the Client runs late, cancels the Service, there is an issue with the Service details or the venue space provided, no refund will be provided for lost or idle time.
- h) If additional time is requested during the event and Impression Photobooth agrees to extend the Service Time, additional time may be provided at a rate of \$100 per hour.
- i) Occasionally services may need to be interrupted for maintenance. Impression Photobooth agrees to have the Photo Booth Services operational for a minimum of 80% of the event period. If an interruption to the Service occurs beyond this we will offer an extension of time or a pro-rata refund based on the actual Service Time received will be arranged, not exceeding \$100/hour. Refunds can take up to 14 days.
- j) If a self-service booth is rented, the Client must call 0422560297 for troubleshooting during the event. No refunds will be issued for issues reported after the event.

k) The quality of the photos is subjective and not grounds for refunds. All our equipment is industry standard for the purpose of photo booth rental service.

4. Damage to Provider's Equipment

a) The Client is responsible for any loss or damage to the photo booth, props and any other equipment during the rental period that are caused by:

- i) misuse of Impression Photobooth's equipment by client or their guests,
- ii) theft or disaster (including but not limited to rain, flood, fire etc.),
- iii) setting the booth up outside without covering and/or not appropriately securing the backdrop
- iv) vandalism.

b) If the client or their guests behave in a way that may cause damage to the equipment or pose a safety risk to staff, Impression Photobooth reserves the right to temporarily shut down or terminate the service without refund. This can include but is not limited to over intoxication or harassment

d) The Client agrees to cover the full repair or replacement cost of any equipment that is lost, stolen, or damaged. A \$50 processing fee will apply.

5. Model Release

a) Impression Photobooth retains full copyright ownership of all photos taken using its photo booth and reserves the right to use photographic portraits or pictures of any photo booth user for any and all media, including but not limited to illustration, advertising, marketing, promotions, or trade.

c) Impression Photobooth and its providers are released from any liability arising from the use of these photos, including claims of libel or invasion of privacy.

d) Clients and their guests may only use photos for personal use unless otherwise granted permission by Impression Photobooth.

f) If the Client **does not want event photos to be used for marketing**, they must notify Impression Photobooth **in writing via email before the event** at info@impressionphotobooth.com.au.

6. Liability, Indemnification and Jurisdiction

a) Impression Photobooth's liability for any loss, damage or personal injury is limited to a reasonable amount, having regard whether damage was due to a negligent act by Impression Photobooth. The Provider will not compensate where the Client, the client's guest(s), an unrelated third party, or unforeseeable events are responsible.

b) The Client agrees to indemnify Impression Photobooth against any liability arising from the use or misuse of the photo booth, props, or equipment by the Client and their guests, including children, during or after the event. The Client also indemnifies the Provider against claims related to photos taken during the event and into the future against any liability associated with said use.

c) This agreement shall be governed by and interpreted in accordance with the laws of Queensland, Australia. Any disputes arising from this contract shall be subject to the jurisdiction of the courts of Queensland.