

# Kapture The Moment

## RENTAL SERVICE CONTRACT

The following contract and its terms will set forth an agreement between (Kapture The Moment), a (NORTH CAROLINA) company, hereinafter ("PROVIDER"), and (\_\_\_\_\_), hereinafter, ("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

The service PROVIDER will arrive approximately 30-60 minutes prior to your requested start time

on the date of your rental. If the CLIENT would like the PROVIDER to arrive earlier, the CLIENT will be charged at our current hourly "non-operational" rate of \$75 per hour. PROVIDER agrees to have a photo booth operational for a minimum of 85% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, lighting etc., when applicable.) to achieve a quality product.

### Access, Space and Power for the Photo Booth

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. CLIENT will arrange for an appropriate space for the Photo Booth at the event's venue. The photo booth requires a space 10' deep x 10' wide x 8' high. CLIENT is responsible for ensuring power is available for the Photo Booth, (110V, 10 amps, 3 prong outlets on a dedicated circuit) from a reliable power source at least 15 feet away, is also required. The power source must be along a wall or safe path and the circuit must be free of all other connected loads. If the Photo Booth is to be placed outdoors, CLIENT agrees to provide complete overhead coverage for the photo booth and backdrop for the entire duration of the event.

### Payment Terms

Service Fee: The service fee shall be outlined in the CLIENT invoice. The service fee will encompass only items and/or services included within the CLIENT invoice. No items/ services shall be agreed to outside of the CLIENT Invoice whether written, oral or implied. The PROVIDER will be under no duty to perform its obligations under this Agreement until such time as CLIENT has paid the service fee in full. Making payment upon this contract and invoice solidifies this agreement.

A Non-Refundable deposit of 25% of your service is required to secure your booking with the remaining balance due 7 days prior to your event taking place.

### Change of 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/deposit, 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.

### **Cancelation**

If CLIENT cancels the event or this Agreement, CLIENT shall immediately notify the PROVIDER of such cancellation in writing within 7 days. It is up to the discretion of the company to offer a partial refund.

### **Force Majeure**

Neither the PROVIDER nor CLIENT shall be held responsible or liable if the fulfillment of any terms or provisions of this Agreement are 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/Deposit or 25% of the Service Fee to the PROVIDER for value received.

### **Damage to PROVIDER's Equipment**

CLIENT acknowledges that it shall be responsible for any damage or loss to the PROVIDER's Equipment caused by:

- a) Any misuse of the PROVIDER's Equipment by CLIENT or its guests.
- b) Any form of theft or disaster including but not limited to fire, floods or an earthquake.

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

### **Indemnification**

CLIENT shall indemnify PROVIDER against all liability arising from Client's negligence or willful misconduct related to CLIENT's Event. PROVIDER shall indemnify, defend and hold harmless CLIENT, its parent company, affiliates, subsidiaries, agents and guests from any loss, damages, claims, liability, costs arising from or related to PROVIDER, including, but not limited its staff's negligence or willful misconduct related to the services provided under this contract.

### **Model Release**

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. In addition, I, hereby release, discharge and agree to hold harmless PROVIDER, 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.

**Attire**

PROVIDER's staff will be presented in shirts depicting our company name & logo.

**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 internet coverage becomes inadequate at the event location, the PROVIDER will send all digital copies to the CLIENT and guests within (7) seven days of the rental conclusion.

**Liability and Indemnity**

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. CLIENT agrees that PROVIDER shall not under any circumstances be liable for any claims for emotional distress, mental anguish, punitive damages, injuries, consequential damages, lost profits, loss of enjoyment, lost revenues and/ or replacement costs. CLIENT agrees to indemnify, defend and hold harmless PROVIDER, its employees and agents for any injury, disability, death, property damage, liability, claim or other cause of action arising out of or related to PROVIDER's events or caused by the operating, handling, or transporting the equipment during the term of this Lease, including but not limited to, damages caused by the actions of the PROVIDER or other third parties at the Event and the online posting of images from the Event. CLIENT acknowledges and agrees that these limitations and requirements reflect a fair allocation of risk, and that the PROVIDER would not enter into this Agreement without these specific limitations on its liability and indemnification requirements.

**Entire Agreement and Modification**

This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties whether written or oral.

**Warrant**

The PROVIDER warrants that the above property is in good working condition, but makes no

further warranties, express or implied.

**Rights on Default**

In addition to any other rights afforded the PROVIDER by law, if the CLIENT is in default under this Agreement, without notice to or demand on the CLIENT, 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. The rights and remedies of the PROVIDER provided by law and this Agreement shall be cumulative in nature.

**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.

**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 NORTH CAROLINA.

**Governing Law**

This Agreement shall be construed in accordance with the laws of the State of NORTH CAROLINA.

**Severability**

If any portion of this Agreement 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 Agreement 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.

**Confidentiality and Data Protection**

The parties shall ensure appropriate operational and technical measures are in place to safeguard against any unauthorized access, loss, destruction, theft, use or disclosure of personal data shared in connection with this Agreement.