



## 360 PHOTO BOOTH RENTAL AGREEMENT

Thank you for your interest in The Bright Side 360. Please complete and return this document with a non-refundable deposit of \$150 to secure your desired date and services.

The complete balance will be due 2 days before the event date.

Please feel free to contact us with any questions or concerns you may have. We look forward to working with you.

NAME/COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_ INDOOR/OUTDOOR? \_\_\_\_\_

EVENT DATE: \_\_\_\_\_ START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

EVENT ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

NUMBER OF GUESTS: \_\_\_\_\_ THEME/COLORS: \_\_\_\_\_

ADDITIONAL DETAILS: \_\_\_\_\_

# TERMS OF AGREEMENT

This CONTRACT outlines an agreement and includes all contractual obligations made between The Brightside 360 hereinafter referred to as "Provider", "We", or "Our" and \_\_\_\_\_ (Name/Company Name) hereinafter referred to as "Client", "You", or "Your" on \_\_\_\_\_ (date).

The contract is entered into for the purpose of providing 360 photo booth rental services for your specified event on the date, time, and location indicated.

## SERVICE PACKAGE:

Your 360 Photo Booth rental package consists of the following:

- High quality 360 videos
- Instant video access via QR Code, SMS, Airdrop & Email
- Custom text overlay
- Fun props (glasses, hats, wigs, etc) (Paid Add on)
- All event media delivered to the client
- 1 operating attendant on site

## SERVICE PRICING:

	No of Hours		\$ per Hour		Total Estimated Cost*
360 Photo booth rental	<u>2</u>	x	\$200	=	<u>\$ 400</u>

\* A final bill with travel and miscellaneous fees may be issued on the day of the event.

## BOOKING:

A minimum booking period of 2 hours is required. Your desired date and services will be secured when the deposit payment and signed contract are received.

#### PAYMENT:

A non-refundable deposit of \$150 to secure your desired date and services. The remaining balance will be due 2 days before the event date.

Payments can be made with Zelle (678-457-8324), Debit/Credit Card, or Cash.

#### TRAVEL:

Travel within 30 miles from Union City to the event location is free. Any travel over 30 miles will be charged a mileage fee of \$1 per additional mile. Please note that this distance/rate is for a round trip.

#### MISCELLANEOUS FEES:

Costs incurred for travel and delivery of this service are to be paid by the Client. These may include but are not limited to: parking, valet, tolls, etc.

#### CANCELLATION / RESCHEDULING:

Any cancellation or rescheduling must be made at least 7 days before your event date or you will be responsible for paying the full invoiced amount.

If something occurs to affect your date, please let us know immediately to discuss options.

#### PHOTO BOOTH SETUP & REMOVAL:

We will deliver, set up, and remove the photo booth from your event location. We require access to the venue at least 45 minutes before the scheduled event start time. This is necessary to organize and set up the photo booth properly before your event begins.

After the event, we require up to 30 minutes to remove the setup. It is your responsibility to ensure we have access to the event space.

We cannot be held responsible for delays (or incomplete setup) if not allowed a reasonable amount of time and/or provided with the right resources required to complete the setup.

#### SETUP REQUIREMENTS:

A floor space of at least 10' x 10' with a minimum ceiling clearance of 8' is required to accommodate the photo booth. A 110V, 10 amps, 3 prong standard electrical outlet 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.

The client is responsible for any damage caused to our equipment and/or attendants due to improper power provision.

For outdoor events, we must be in a totally dry spot, on a paved or grassy surface free of dirt, and protected from wind, cold, heat, and/or direct sunlight.

If conditions change and become unsafe for our attendant or equipment during an event, and a different location at the venue cannot be secured, we reserve the right to cancel the remaining service time. No refunds will be given under such circumstances.

#### INTERNET ACCESS:

A reliable internet connection with speed of at least 1MB is required at the event venue to deliver the photo booth videos. Where internet is not available, we may still be able to provide guests with instant access to videos.

If we are unable to deliver immediately on site due to lack of internet availability, the videos will be placed in a queue and processed by the provider after the event concludes. These will be delivered to the client within 7 days.

The Client will be responsible for delivering the relevant media files to the event guests.

The Client understands that we are not responsible for internet connection or reliability. It is your responsibility to ensure the venue has a reliable internet connection. We will not be liable for any loss of data or issues that may arise from poor or lack of internet connectivity.

#### EQUIPMENT:

All photo booth equipment, including but not limited to cameras, frames, lighting, platforms, backdrops, etc., are the property of The Brightside 360 and must remain onsite at the setup space.

The Client is responsible for all losses due to theft, vandalism, misuse, misplacement, or damage of the equipment caused by the Client or their guests.

In the event that the equipment is damaged, misplaced, or stolen, the Client agrees to be billed for the repair or replacement cost of the item(s).

#### PHOTO BOOTH OPERATIONS:

To use the 360 photo booth, guests are required to stand on a circular platform while a camera spins around them 2 or 3 times in a full 360 motion. Depending on the photo booth model used at your event, the camera may remain static while the platform rotates in a full 360 motion.

Guests are required to stand firmly in the middle of the platform without extending their feet over the edge. Up to 3 adults or 4 children can safely use the platform at the same time. Our attendant will be on hand to assist guests when needed and safety restrictions may be enforced in and around the photo booth during operations.

We are not liable for any injuries or damages arising from improper use of the photo booth and/or other associated equipment.

#### MEDIA DELIVERY:

A sharing station where guests can instantly access their videos via SMS, Airdrop, or Email is available as part of this service. We are not responsible for what guests do with the videos when they access, share or store them.

An online gallery of all media created by our 360 photo booth at the event will be made available to the client within 7 days after the event. The client is responsible for archiving and protecting the media content. We are not responsible for the lifespan of any digital media provided or any future changes in digital technology that may result in an inability to access or use the files.

We use 3<sup>rd</sup> party services to process, store, share and manage data. We are not responsible and cannot be held liable for any 3<sup>rd</sup> party claims relating to our services.

#### CUSTOMIZATION:

We can add a custom text overlay to all your event photos/videos to match your theme and 1 song request. This is available at no additional cost and you can request this service by entering the custom text you want to appear in the space provided below. Pictures and/or colors of décor can be texted or emailed.

Custom Text:\_\_\_\_\_

Song:\_\_\_\_\_

#### SERVICE AVAILABILITY:

Due to the general nature of technology, we cannot guarantee that the photo booth will remain operational throughout the event. Occasionally, operations may need to be interrupted for maintenance and/or service optimizations such as changing camera settings, adjusting lighting, adjusting platform or rotation, etc.

We agree to have the photo booth operational for a minimum of 85% of the agreed rental period.

Should we fail to provide a fully operational photo booth during the agreed duration, you will be issued a refund or extension of time reflective of the service downtime. We will not be responsible for service interruptions from consequential damages.

#### INCLEMENT WEATHER:

We shall not be responsible should inclement weather, acts of God, war, terrorist acts, government regulation, riots, civil disorder, disaster, strikes, power outages, etc make it impossible to fulfill our obligations as set out in this agreement.

We will do our best to be flexible with providing alternatives where such a situation arises.

It is clearly understood that there will be no refunds or discounts for loss or failure of performance due to factors outside and beyond our control.

[Thebrightside360@gmail.com](mailto:Thebrightside360@gmail.com) | 678-592-3391 | Union City, GA

We reserve the right to cease the operation should the weather pose a potential danger to us, our equipment, or guests.

#### RELEASE:

We reserve the right to use all media produced by our 360 photo booth for advertising and promotional purposes on our website, social media, or 3<sup>rd</sup> party platforms.

By signing this agreement, you warrant that you have the authority to agree to the use of the likeness of all persons included in the images from your event. You agree to us taking and using such images as described and release [YOUR BUSINESS NAME HERE] of any, and all claims regarding use.

#### LIABILITY AND INDEMNIFICATION:

We shall not be liable for direct, indirect, incidental, or consequential damages with respect to any claim arising from or related in any way to this agreement and services provided. The Client will indemnify and hold harmless [YOUR BUSINESS NAME HERE] and any photo booth attendants against any and all liability related to damage or loss as a result of improper functioning of equipment or loss of data.

#### CLIENT RESPONSIBILITY:

It is the Client's responsibility to provide The Brightside 360 and our attendants a safe working environment free from hazards, attacks, threats of violence, or harassment of any kind.

The attendant reserves the right to cease operations immediately and take possession of all equipment if they become unsafe. No refunds will be made under such circumstances.

By signing this document, you agree to use our services under the Terms and Conditions of this contract.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Brightside 360      Signature: \_\_\_\_\_ Date: \_\_\_\_\_