



North Pole Events Inc.

Giggle Booth Photos Terms and Conditions of Rental

SERVICE RETAINER: North Pole Events Inc (Giggle Booth Photos) shall reserve the date of the event listed on this agreement only and providing that the Purchaser is legally competent to execute this contract, has done so and the entire required deposit has been fully paid and processed by North Pole Events. In regards to corporate Purchase, the Purchaser executing this agreement represents that they have full authority to bind said corporation or other entity to this agreement and should said representation be erroneous, the signatory making such representation shall be deemed to have signed this contract personally and shall be held liable to the same.

A Service Retainer in the amount of 50% is required at the time of signing this agreement. The Service Retainer is non-refundable, but is transferable to a new available date at our discretion. In this case, North Pole Events Inc. (Giggle Booth Photos) requires both parties enter into a new agreement. Purchaser agrees that in addition to any and all other legal rights and remedies North Pole Events (Giggle Booth Photos) may have, Purchaser will pay a \$50.00 fee for any and all returned checks. Balance is due on or before 30 days prior to the contracted event date. Photo booth services will not begin until the balance is paid in full. Payment for any overage in time must be paid before additional hours are provided.

PHOTO BOOTH OPERATIONS: North Pole Events (Giggle Booth Photos) agrees to have the photo booth operational for the time period specified; however, in some situations operations may need to be interrupted for maintenance, service and/or photography optimizations. North Pole Events (Giggle Booth Photos) agrees to send a qualified technician onsite to maintain and operate the photo booth. Should North Pole Events (Giggle Booth Photos) fail to provide a fully operational photo booth during the agreed upon times, the Purchaser's only remedy is a refund of payment received. Purchaser agrees that North Pole Events (Giggle Booth Photos) will not be responsible for consequential damages. If only partial services can be provided due to conditions beyond our reasonable control, then the rental charges shall be refunded on a prorated basis. Operation of photo booth times may be adjusted if event location or Purchaser ends the event prior to the contracted end time and no refund of money will apply. If Purchaser or venue requires North Pole Events (Giggle Booth Photos) to complete setup more than one hour before the start time, or to postpone break down more than one hour after the end time indicated, the additional time will be charged at the rate of \$100.00 per hour. North Pole Events (Giggle Booth Photos) requires access to venue at least 60 minutes before the event and 30 minutes after the event for setup and takedown.

SPACE & PLACEMENT REQUIREMENTS

- (1) A minimum 10' x 10' area for our photo booth
- (2) 110V, 10 amps, 3 prong standard electrical within 15 feet of our designated area
- (3) 2 chairs and a table

INCLEMENT WEATHER: For outdoor events, Purchaser shall provide overhead shelter for the photo booth and sufficient protection from the elements. North Pole Events (Giggle Booth Photos) reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, North Pole Events (Giggle Booth Photos)'s compensation will not be affected if operation is ended. Purchaser assumes all responsibilities for equipment damage suffered from exposure to adverse weather conditions, and shall be charged for replacement/repair to said equipment.

LIABILITY AND INDEMNIFICATION: North Pole Events (Giggle Booth Photos) agrees to carry general liability insurance. North Pole Events (Giggle Booth Photos) shall not be liable under any contract for direct, indirect, incidental or consequential damages (including without limitation, damages for lost profits or increased expenses) with respect to any claim arising from or related in any way to this agreement and services provided. The Purchaser will indemnify and hold harmless North Pole Events (Giggle Booth Photos) against any and all liability related to Purchaser's Event from the time of service and on into the future. Purchaser will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of North Pole Events (Giggle Booth Photos) or its employees, agents, or subcontractors.

DAMAGE TO NORTH POLE EVENTS (GIGGLE BOOTH PHOTOS) EQUIPMENT: Purchaser acknowledges that it shall be responsible for any damage or loss to the North Pole Events (Giggle Booth Photos) equipment caused by: a) any misuse of the equipment by Purchaser or its guests, or b) any theft or disaster (including but not limited to fire, flood or earthquake, water damage).

MODEL RELEASE: All guests using the photo booth hereby grant North Pole Events (Giggle Booth Photos) 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 the Purchaser does hereby release, discharge and agree to save harmless North Pole Events (Giggle Booth Photos) 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.

This agreement is subject to force majeure, strikes, labor disputes, accidents, transportation breakdowns or other causes beyond the control of North Pole Events (Giggle Booth Photos), and North Pole Events (Giggle Booth Photos) shall not be liable for the aforementioned and in addition, any failures of electric supply and/or air conditioning or any of the above shall not be construed as a breach of agreement by North Pole Events (Giggle Booth Photos). 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 Provider and Purchaser relating to the subject matter herein and shall not be modified except in writing, signed by both parties.