



360 BOOTH CONTRACT

I. THE PARTIES. This Photo Booth Contract ("Agreement") made on _____, 2024 is by and between:

Provider: (Yesi's Premier Party Rentals LLC) with a mailing address of 2800 E Broadway St C, Pearland, TX 77581 ("Provider"), and

Client: (_____) with a mailing address _____ TX, United States ("Client").

The Provider and the Client are each referred to herein as a "Party" and collectively as the "Parties."

II. PHOTO BOOTH. The Provider agrees to lease the following to the Client: " A 360 booth platform that holds up to 4 people and captures a 360-degree video using an orbiting arm".

Hereinafter known as the 360 Photo Booth.

III. EVENT INFORMATION. The Provider shall provide the Photo Booth for the following:

Event Location: _____

DATE & TIME: _____

Hereinafter known as the "Event" and the Provider will arrive one, or two hours before the event time to set up the Photo Booth.

IV. PAYMENT. The Client shall pay a total of \$_____ ("Rent Amount") for the rental of the 360 Booth for the _____ hour duration of the Event. The Rental Amount shall be paid as follows:

a.) Deposit. As part of this Agreement, the Client is required to pay a deposit in the amount of \$200 ("Deposit"). The Deposit shall be credited and deducted from the Rental Amount. Said Deposit shall be deemed refundable if the Client terminates this Agreement with at least 3 days prior to the date of the Event.

b.) Balance Due. The balance of the Rental Amount, less any deposit is due 14 days before the agreed event date ("Balance Due Date"). Once the Balance Due Date has passed, any amount paid, by Deposit or other reason, by the Client will become non-refundable and the Provider shall have no obligations to perform under this Agreement.

c.) Overage. Any overage in time will be billed at the rate of \$200.00/hr. Payment for any overage in time must be paid before additional hours will be provided. If the Event ends earlier than expected, no refund will be given.

d.) Returned Checks. The Client will be under obligation to pay \$100 or the maximum allowed under State law, whichever is higher, for each returned check the Client has written for the purposes of the above-listed payments.

e.) Rights to Photos. The Provider grants permission to use any and all media generated by the Photo Booth during the Event and to be used for any purpose by the Client. Provider hereby releases to Client any and all rights to any media (including photos, videos, etc.) created by the Photo Booth.

f.) Date Changes. Any date change request must be made in writing as soon as possible before the Event. The possibility of a given date change is subject to availability and the receipt of a new agreement to replace this Agreement. Both Parties must consent to such date change.

g.) Taxes. All applicable taxes will be applied and made known at the time of signing.

h.) Photo Booth Failure. Should the Provider fail to provide a fully operational Photo Booth for the Event, the Client's only remedy will be a full refund. In such an event, the Client waives any claim on further consequential damages or liability. If only partial services can be provided due to conditions beyond the reasonable control of the Provider, the payments shall be negotiated at that time on a prorated basis.

V. TERMS AND CONDITIONS. The Provider and the Client agree to the following Terms and Conditions:

a.) Operations. The Provider will deliver, set up, and remove the 360 Photo Booth from the Event's location. The Provider agrees to have a qualified technician onsite to maintain and operate the Photobooth.

b.) Space and Placement. The Client will arrange for appropriate space of **10ft (L) x 10ft (W) x 10ft (H)** and access for the 360 Photo Booth at the Event's venue along with necessary power at least 1 hour before the booking time. The Provider shall provide specifics related to the space, shelter, power, and whatever else is deemed necessary must be met for the setup conditions to be considered adequately met. If outdoors, clients should ensure adequate shade from the sun to ensure good lighting for best 360 videos. **WE DO NOT SETUP OUTDOORS IF WEATHER CONDITIONS ARE UNFAVORABLE FOR A CANOPY. WE DO NOT PROVIDE OUTDOOR SHADING/CANOPY.**

c.) Damage to Equipment. The Client will be responsible for any damage or loss to the Provider's equipment due to misuse by the Client or any guest of the Client and in the case of theft or damage (due, but not limited, to fire, flood, or other natural disaster). If the Provider judges the weather during the course of the Event to be inclement and thus unsafe, they reserve the right to cease operations for the safety of the equipment and of the Event's attendees, in which case no refund will be given.

d.) Liability and Indemnification. The Provider will not be liable for direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Agreement and the services provided. The Client will indemnify and hold harmless the Provider and all technicians who are independent contractors working with the Provider at the time against all liability related to the Event from its date and into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or

damage was not caused by the fault or negligence of the Provider or its employees, agents, or subcontractors.

VI. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws located in the State where the Event is taking place.

VII. ADDITIONAL TERMS & CONDITIONS. There will be a zero tolerance when it comes to harassment and unruly behavior towards our 360 booth staff members. We have been hired to provide you with a positive and fun production, but will leave immediately if any of our team members feel unsafe. It's in our best interest to keep the party going, so we will contact the client of any attendees being belligerent. Payment will not be refunded if this type of incident occurs.

VIII. ENTIRE AGREEMENT. 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.

IX. EXECUTION. The Provider and the Client each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

Provider's Signature:

_____ Date: _____
(Yesi's Premier Party Rentals LLC)

Client's Signature:

_____ Date: _____
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