



TERMS & AGREEMENTS

General: The following terms and conditions outline SacVibes 360 responsibilities (herein also referred to as Company or Provider) and the customer/clients' responsibilities. Company agrees to provide services at the location indicated, owns all picture and video rights and may use them for commercial and advertising material. The following contract and terms will set forth an agreement between SacVibes 360 (Provider) and you (the customer). This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between these two parties.

Service period: We typically arrive up to 30 mins before the event start time to deliver and set up the equipment. Set up and break down are already included in the package prices. In the event that you (the customer) would like us to arrive earlier or stay later you (the customer) agree to pay the additional fee of \$50.00 idle time fee

Payments and Refunds: A 25% non-refundable deposit is due at time of booking to secure your date and time. Last chance bookings are considered within 2 weeks of the event and requires the balance to be paid in full. An event is not booked unless the minimum payment is received. The remaining balance must be received no later than 1 week prior to the event date (except last chance booking which must be paid at booking) or the event will be at risk of cancellation and the customers deposit will be forfeited. **THERE ARE NO EXCEPTIONS!** If the event time exceeds the rental period agreed upon in the contract below, the overage in rental time will be billed to the customer in the amount of \$250.00 per/hr. Payment for any overage must be paid in full before the additional hours of service begin.

Changes & Cancellations: If cancelled 30 days before the event date a refund in the amount paid (minus the non-refundable 25% deposit) will be returned to the customer. No refunds of any money paid will be refunded within 30 days of the event but the customer can use the deposit to re-book the event up to 1 year from the original event date. The full amount of the new booking price will be due at the time of re-booking minus the initial deposit.



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Damage To the Provider's Equipment: Customer acknowledges that they are responsible for any damages or loss to the provider's equipment caused by a) Any misuse of the provider's equipment by the client or guest at the client's event. b) Any theft or disaster (including but not limited to fire, flood, earthquake, etc.) Any damage or theft occurring to any equipment owned and/or leased by the Company due to negligent acts of the client or client's guest during the client's event will result in the client being held responsible to pay for the damages or lost items. Damages may include but are not limited to alcohol spilled on the equipment, kicking or knocking over the equipment, jumping on or off the platform while it's spinning, theft of any equipment. Company will notify the customer immediately upon discovery of an accident or loss.

Indemnification: Customer agrees to and understands the following: a) Customer will indemnify the provider against any and all liability related to the client's event during or after the client's event. Customer indemnifies Provider from the time of service and on into the future against any and all liability associated with the client/customer. b) Customer will indemnify the provider against liability associated with the use of pictures/videos taken within the booth, its employees, or affiliates at Customer event.

Limitation Of Liability: In no event shall SacVibes 360 be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages whether based in contract, tort or otherwise (including, without limitations, for loss of data or profit, or due to business interruption) arising out of the use or inability to use SacVibes 360 services, even if SacVibes 360 authorized representative has been notified orally or in writing of the possibility of such damage. The remedies set forth herein are exclusive and SacVibes 360 total liability to the Customer/Client whether based on contract, warranty, tort, including negligence, Indemnify and strict liability or otherwise, will exceed the total.

NOTE: Indemnification means that the customer/client is liable and is responsible for paying for any and all damages directly related to the Customer's event regardless.



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Safety: Sac Vibes 360 reserves the right to deny access to or use of any equipment or supplies owned by the company. Company is not liable for injuries or damages caused to the client or client's guest misuse of our equipment. Sac Vibes 360 carries liability insurance in the event that injury occurs at no fault of our customer or their guest while properly using Sac Vibes 360's equipment.

Travel Fee: \$1.00 / mi (No charge for first 30 mi)

Stairs: Bookings which require us to bring your equipment up one or more flights of stairs will require an assistant. An additional \$25 per flight will be added.

Customization & Personalization: All customized, personalized requests will be verified with the Customer before production. Options for template layouts, color schemes etc... will be confirmed on the event information form, accompanied by a copy of the contract and Terms agreement. Forms must be received 2 weeks before the event for revisions. Last chance bookings must submit their event information forms the same day of the booking conformation and may or may not have a chance to revise. Limited to (2) revisions.

Space: Customer agrees to arrange for an appropriate space for the photo booth at the event's venue. For our 360 Experience the area must be a min of 10x10ft. Packages with booth enclosures will require at least 12x12ft. No refunds or adjustments to total will be honored if the customer was unable to secure adequate space.

NOTE Sac Vibes 360 is not responsible for the location of the photo booth. We will locate your specified point of contact and they will tell us where the booth should be located. We will not be held liable for incorrect information provided on this contract.

Internet: Customer will arrange for appropriate access to Wi-Fi. Please note that Wi-Fi is needed for instant sharing. Alternatively, Guest with iPhones can use the air drop feature to receive their videos and android users can scan QR codes which may take



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Parking/Loading: Delayed setup will occur if parking/loading information is not provided. This will cut into service time for the photo booth. This information will be verified after the booking process and will be confirmed in writing and attached to the contract and terms.

Outdoor Events: IF the weather is unfavorable to set up and provide service. The Customer is responsible for secondary accommodations for the booth in the event of inclement weather - no refunds will be given if the Customer is unable to secure secondary accommodations. If event needs to be cancelled/rescheduled due to inclement weather the customer has 6 months to re-book on an available date. (Wi-Fi is needed for instant sharing. Guest with iPhones can use the air drop feature to receive their videos without Wi-Fi. Guest without air drop may experience a delay)

Model Release: We would love to use your photos on our website. By booking/signing contract the Customer agrees to the following model release: Customer agrees to and understands the following: All guest using The Photo Booth hereby give Sac Vibes 360 Video Booth Rentals 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 and hereafter known for illustration, art, advertisements, trade, promotion or any other purpose. In addition, I, hereby release, discharge and save harmless SacVibes 360 from any liability, that may occur or be produced in the taking of said picture(s) or in any subsequent processing thereof, as well as any publication thereof, including without limitation(s) any claims for libel or invasion of privacy.

Miscellaneous Terms: 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 or any remaining provisions, or portions thereof. This is the entire agreement between SacVibes 360