

# San Diego Photo Booth's Rentals Agreement Form



## **Terms and Conditions:**

For the purpose of this Rental Agreement, "San Diego Photo Booth Rentals" shall mean Rental Company, its Owners, Officers, Directors, and Employees; "Customer" shall mean Customer, Customer's Guest/Visitors, its Agents and/or Employees. In consideration of the hiring of the rental item(s)/equipment described in the agreed upon invoice or estimate for this Rental Agreement, it is agreed as follows:

**1. INDEMNITY/HOLD HARMLESS.** CUSTOMERS WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, JUDGEMENTS, ATTORNEYS' FEES AND COSTS OF EVERY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE OF PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP, OR RENTAL OF THE ITEM(S)/EQUIPMENT RENTED, HOWEVER CAUSED.

**2. ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THAT THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE/OPERATION OF THE ITEM(S)/EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY/DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE SAN DIEGO PHOTO BOOTH RENTALS FROM ANY AND ALL RESPONSIBILITY/LIABILITY FROM SUCH INJURY/DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEM(S)/EQUIPMENT. CUSTOMER FURTHER AGREES TO WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY/DAMAGE AGAINST SAN DIEGO PHOTO BOOTH RENTALS WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**3. POSSESSION/TITLE.** Customer's right to possession of the rental item(s)/equipment begins upon receiving the photo booth and terminates upon return of the Agreed Return Time indicated on the front of the invoice. Retention or possession after this time, unless warranted by the attendant, constitutes a material breach of this Rental Agreement. Any extension of this Agreement must be agreed upon in writing. Title of the photo booth shall at all times remain with San Diego Photo Booth Rentals. Customer authorizes San Diego Photo Booth Rentals to retake the rental items without further notice or further legal process and agrees that San Diego Photo Booth Rentals will not be held liable for any claims/damage/trespassing arising out of the removal of rental items.

**4. COMPLIANCE WITH LAW/USE OF RENTAL ITEM(S)/EQUIPMENT.** Customer agrees not to use or allow anyone to use the rental item(s)/equipment for any illegal purpose or in any illegal usage manner. Customer agrees to pay all licenses, fines, fees, permits, or taxes arising out of the rental item(s)/equipment. Customer is responsible for obtaining all permits and/or licenses from the appropriate Government Agencies. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to San Diego Photo Booth Rentals.

**5. DISCLAIMER OF WARRANTIES.** San Diego Photo Booth Rentals makes no warranties of merchantability or fitness of any particular use or purpose, either expressed or implied. There is no warranty or representation that the equipment is fit to Customer's particular intended use, or that it is free of latent defects. San Diego Photo Booth Rentals shall not be held responsible to Customer or any Third Party for any loss, damage, or injury resulting in any form/way attributable to the operation of, use of, or any failure of the photo booth. San Diego Photo Booth Rentals shall not be held responsible for any defect/failure unknown to them.

**6. LEGAL FEES.** Customer will pay any and all collection fees, attorney's fees, court costs, or any other expenses required to enforce the items and conditions of this contract.

**7. MISCELLANEOUS.** This Rental Agreement may be executed or delivered by facsimile. This Rental Agreement is valid whether properly signed by Customer or not, so long as Customer takes possession of photo booth. It is also valid if signed by a Third Party signing on behalf of the Customer.

**8. UNSAFE CONDITIONS.** San Diego Photo Booth Rentals reserves the right to refuse to install/deliver rental item(s)/equipment due to unsafe conditions (e.g. Weather). If this occurs, Customer will be liable for a minimum of 50% of the agreement total. San Diego Photo Booth Rentals will use whatever means necessary to secure the rental item(s)/equipment to the ground for the safety of both Customer and item(s)/equipment.

**9. Payments/CANCELLATIONS.** A 50% deposit must be made to reserve the booth/booths. The remaining balance must be paid at least 30 days before your event. Cancellations may be made (30) days prior to delivery date at no charge, except on holidays. Cancellations (8-30) days prior to delivery will be charged 50% of the total; and (7) days prior will be charged 100% of the total amount.

**10. OVERTIME CHARGES.** Overtime is applied at an hourly rate of \$150 per hour or \$75 per half hour if the photo booth is used past the agreed "return time" on the invoice.

**11. DELIVERIES.** Delivery is free within a 30 mile radius of downtown San Diego. If a delivery is outside of the 30 mile range, an additional charge may apply. Delivery charges are based on Ground Level Location only within reasonable carrying distance from delivery truck: No more than fifty (50) feet. Unusual deliveries (i.e. stairs, sand, gravel) may incur additional charges.

**12. ITEM(S)/EQUIPMENT USAGE AND RETURN.** Customer will be held responsible for all damage not caused by ordinary wear and tear, which means the normal deterioration caused by ordinary, reasonable, and proper use of the photo booth. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning or overloading, breakage, improper usage, abuse, staining, standing and jumping on, dirtying, etc. Customer is solely responsible for any loss or damage to the photo booth(s) regardless of cause/fault. Customer agrees to pay San Diego Photo Booth Rentals for all costs of replacement/repair. Curtains: Damage to curtains includes, but is not limited to: tears, wax, burns, ink, unusual stains, or improper usage.

**13. MEASURING EVENT AREA.** San Diego Photo Booth Rentals will not be held liable for poor planning or improperly measured areas for placement of the photo booth(s). Customer may also be held responsible for additional charges to correct these problems. The photo booth requires a level flat surface containing no obstructions to set up. A minimum of 8'x6'x7.5" for the deluxe booth and 9.5'x6.5'x7.5" for the basic booth is required for set up.

**14. REFUND POLICY.** Each rental is for time out regardless if the item(s)/equipment were used or not. No refunds will be given unless it qualifies under our cancellation policy.

**15. Pictures.** All the pictures taken in our booths are sole property of San Diego Photo Booth Rentals and can be used for all advertising to promote our product and or business. With respect to you, we will never use/distribute any inappropriate pictures.

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Invoice #: \_\_\_\_\_

San Diego Photo Booth Rentals  
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