

Photo Booth Rentals WA

Booking Form

Name of Event _____

Date of Event _____ # of guests anticipated _____

Venue Name _____

Venue Address _____

Venue Room _____

Venue Coordinator Name & Phone _____

Start and End Time of Event _____

Start and End Time of Booth (if different) _____

Client Name(s) _____

Client Phone _____ Client Mobile _____

Client Billing Address _____

Client Email _____

Packages

_____ Silver Package up to four hours of unlimited pictures: \$1,200.00

_____ Gold Package including USB, Guestbook & Video messaging: 1,400.00

_____ Platinum Package including 6 hours unlimited extra strips & 6x4 Prints: \$1,700.00

_____ Custom Package \$

Set-up and Removal: FREE!!!

Your Custom Logo added to photo strips: FREE!!!

The Prop Box: FREE!!!

_____ Extra Photo Booth Hour(s) requested @ \$175 per booth per hour: _____

Total Price: _____

Non-refundable deposit (required to reserve date and book event): \$300

Non-refundable balance is due 30 days before event

Payment Details

Account Name: Photo Booth Rentals WA

BSB: 016-002 Account Number: 251422398

CUSTOMER CHECKLIST

I have confirmed that:

The venue is happy to accommodate the booth, and there will be easy access (with no stairs, lips or bumps) – **please note that in the event that the venue cannot accommodate the booth (and this box has been ticked), the deposit will be retained as a delivery charge.**

There will be a power point within 2 metres of the booth

The booth will be protected from weather elements (ie. rain)

TERMS AND CONDITIONS

The Owner agrees to lease and the Customer agrees to hire the Goods and Services..."

1. Definitions and Interpretation:

- (a) "Customer" means the person, firm, partnership, company or other body which is hiring the Goods as specified in the Invoice;
- (b) "Deposit" means the deposit specified in the Invoice;
- (c) "Goods" means the photobooth, frames and or/ books specified in the Invoice;
- (d) "Invoice" means the form specifying details of the Customer, Venue, Rental Date, Rental Period, Rental Fee, Deposit, Goods and/or the Services;
- (e) "Owner" means PhotoBooth Rentals WA of 15 Tollesbury Avenue, Butler, Western Australia;
- (f) "Rental Date" means the date for delivery of the Goods to the Venue as specified in the Invoice;
- (g) "Rental Fee" means the fee for hiring the Goods;
- (h) "Rental Period" means the period of time for renting the Goods as specified in the Invoice;
- (i) "Services" means the package service specified in the Invoice;
- (j) "Venue" means the site or sites at which the Goods are to be delivered as specified in the Invoice;
- (k) The singular includes the plural and vice versa and the masculine includes the feminine and neuter genders and vice versa; and
- (l) Headings in this document shall not affect the construction or interpretation of these terms and conditions.

2. Renting, Delivery and service 2.1 The Customer shall hire the Goods under this agreement for the Rental Period

2.2 The Owner shall lease the Goods to the Customer and the Customer shall hire the Goods from the Owner upon these terms and conditions.

2.3 If the Venue is within 30km of the Perth Central Business District the Owner shall at its own cost deliver the Goods to the Venue on the Rental Date and ensure that the Goods are prepared and ready to be used for its intended purpose and in accordance with any user's manual or direction given by the Owner with respect to the permitted use and safe operation of the Goods. Such delivery by the Owner shall, without further act, irrevocably constitute delivery to and acceptance by the Customers of the Goods under this agreement.

2.4 In addition to the leasing of the Goods, the Owner will provide the Customer with the Services (if any).

2.5 The Customer shall ensure that the Venue has been prepared for the safe delivery of the Goods to the Venue in accordance with this agreement by [time] on the Rental Date".

2.6 The Customer will provide shelter, cover or such other protection as may be necessary to ensure that the Goods are not damaged in any way whatsoever.

3. Copyright of all images taken in the photobooth shall remain the property of the Owner and the Customer acknowledges that all images may be used by the Owner for promotional or marketing purposes. The Owner reserves the right to remove and delete any which it considers to be indecent or inappropriate images taken in the booth.

4. Deposit, Rental Fee & Other Money

4.1 The Customer must pay the Deposit on the Booking Date in order to secure the Rental Date and the Rental Period.

4.2 The Owner will credit the Deposit towards the Rental Fee.

4.3 At least thirty (30) days prior to the Rental Date, the Customer shall pay to the Owner the balance of the Rental Fee.

5. Operation, Maintenance and Storage of Goods

5.1 The Customer warrants that it will operate the Goods with due care and diligence and in compliance with the instructions and recommendations of the Owner as to the operation of the Goods, and will indemnify the Owner for any breach of the warranty hereby given.

5.2 The Customer undertakes that the Goods will be and will remain at all times under the Customer's control and that the Goods will be kept at in the specific position as recommended by the Owner upon delivery and the Customer undertakes that the Goods will not be removed from the Venue or address in any circumstance (other than in the case of an emergency).

6. Risk and Insurance

6.1 The Customer will assume all risks and liabilities for and in respect of the Goods and for injury to or the death of any person and damage to property howsoever arising (including from negligence) from the possession or use of the Goods. The Customer indemnifies the Owner against the loss of or damage to the Goods, whether by fire, theft, accident, seizure, confiscation, malicious damage or otherwise, and will indemnify the Owner and hold the Owner harmless from all other losses, damages, claims, penalties, liabilities and expenses (including legal costs) howsoever arising incurred as a result or in connection with the Goods or the possession or use of the Goods by the Customer.

6.2 The Owner shall be entitled to receive and apply at its discretion in or towards the repair or replacement of the Goods or payment of the amount due to the Owner from the Customer in accordance with condition 5.1 any money payable to the Owner by any insurer under any policy of insurance held by the Owner or by any other person in respect of damage to or loss of the Goods. To the extent that such insurance proceeds may be insufficient to pay the cost of repair or replacement of the Goods where such repair or replacement is necessitated by some act or omission of the Customer or the amount payable by the Customer to the Owner, the Customer shall pay such deficiency to the Owner within 14 days.

7. Reliance and Warranties

7.1 The Customer hereby acknowledges that prior to entering into this agreement; the Customer has satisfied itself as to the suitability of the Goods and their fitness for the Customer's purposes.

8. Cancellation

8.1 If the Customer cancels the booking, the Deposit or any other moneys paid will not be refunded.

8.2 If the Customer cancels the booking but desires to make a subsequent booking within 12 months of the Rental Date, the Owner may credit the Deposit to the new booking, but the Owner is under no obligation to do so.

8.3 The Owner may cancel the booking at any time without being responsible for any loss or damage thereby caused, provided that the Owner must, in such case, refund in reasonable time any Deposit or Rental Fee already paid by the Customer.

8.4 Should the Goods become unfit for their intended purpose during the Rental Period due to circumstances beyond the control of the Customer, then the Customer's only remedy shall be payment by the Owner of a sum to be calculated using the following formula: $R = F \times D / P$ Where: R = the amount of the payment; F = the Rental Fee; D = the number of days in which the Customer had the free and uninterrupted use of the Goods; and P = the Rental Period.

9 Customer's Warranties & Guarantee

9.1 If the Customer is a corporation, the Customer warrants and represents to the Owner that the Customer is duly incorporated and has full power and authority to enter in and observe and perform the terms of this agreement.

9.2 If the Customer is a corporation, the person or persons that represent the Customer hereby personally guarantee the due performance of the Customer's obligations under

this agreement including the Customer's obligations to pay money.

10 Miscellaneous
10.1 These terms and conditions are governed by and construed in accordance with the laws of the State of Western Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

10.2 If any provision of this agreement shall be found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

The Customer hereby agrees to be bound by the above mentioned terms and conditions:

Name: _____ Signature: _____ Date: _____

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