

BOOKING POLICY & TERMS OF USE - STARRY NIGHT PHOTO BOOTHS

We are delighted to provide you with our Starry Night Photo Booth rental services. Please carefully review the following Terms of Service that outline the agreement between you (referred to as "Customer," "You," or "Your") and Starry Night Photo Booths (referred to as "Company," "We," "Us," or "Our") regarding the use of our photo booth rental services. By booking our services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

Booking Process

Following your booking submission and/or product purchase and payment online, a confirmation email will be sent to the email provided and a member of our staff will send you (the Customer) any applicable payment link, invoice(s) via email and/or message including remaining balance and due date(s). The reserved event date is not in effect until either a deposit of \$150 or a full payment amount is collected and verified. We reserve the right to cancel or reschedule a booking if unforeseen circumstances arise, in which case a full refund will be provided.

Payment Options

If paying by credit card, you agree to have Starry Night Photo Booths charge your credit card for payment of services. Payments can be made in USD via Cash, Zelle, Credit Card, and Debit Card. (Payment via checks are exclusively reserved for corporate, school, or professional events.)

An electronically submitted Booking Form on our website with either payment in full OR a deposit of \$150 are required to reserve the dates and times of the Event(s).

For offline or custom "Pay in Full" options, the remaining balance is due fourteen (14) days prior to your event via invoice.

Revisions

After we agree upon colors, layouts, themes, template designs, overlays, etc. we will provide a draft at our earliest convenience, giving you ample time to make any changes. You are open to two revisions. Any additional revisions after those two will be charged at \$25 per revision.

Service Areas and Expense Reimbursements

Starry Night Photo Booths mainly services the 25 mile radius surrounding the South Orange County area. The client is responsible for acknowledging our service area and confirming that their location aligns with it. If the Customer is unsure about their location they are responsible for contacting us prior to booking and submitting payment. In the event that a client books a location outside of our radius through our booking page there will be a travel fee of \$2 per mile. It is the Customer's responsibility to accept or decline the travel fee. If the travel fee is declined, the booking will be cancelled and refunded for the full amount.

In addition, the Customer agrees to reimburse us for all reasonable expenses relating directly to the event itself. For example, parking fees, destination travel fees, hotel fee accommodations, etc. We will bill the customer after the event. Starry Night Photo Booths agree to provide expense receipts if so requested. Any event location that requires more than a 2-hour travel time will also be subject to hotel accommodations for either 1 or 2 nights depending on the beginning of setup time and the take down time of the event, unless discussed prior.

Cancel, Reschedule or Postpone

It is the Customer's responsibility to contact Starry Night Photo Booths of any changes or cancellations of the event date and time which can be done in writing or by emailing us: contact@starrynighphotoboosths.com. If the Customer CANCELS the event WITHIN THE 30 DAYS OF A CONFIRMED BOOKING, they will be refunded for all payments made including the deposit. If the Customer needs to cancel the event at any time thereafter, it must be within a minimum of thirty (30) days BEFORE THE EVENT for a refund of only the

payments made MINUS the deposit. The payment agreement will be terminated henceforth and hold no further obligations. NO DATE OR TIME CHANGE IS GUARANTEED.

It is the Customer's responsibility to contact Starry Night Photo Booths with any RESCHEDULE or POSTPONE requests of the date and time no less than FOURTEEN (14) DAYS BEFORE THE BOOKED EVENT DATE. If the change is agreed upon by both parties, a \$100 Reschedule Fee will be due at the time of the new booking agreement. Multiple reschedules require a \$100 Reschedule Fee each time, with a maximum of three (3) reschedules before all payments shall be forfeited and no photo booth services will be provided. In the case that this occurs, you will need to create a new Booking Agreement where a new \$150 deposit will be applied. Reschedule fees may be waived if the circumstances fall under extreme circumstances or Force Majeure, which will be determined under the discretion of Starry Night Photo Booths.

Setup

Photo Booth setup will be scheduled to be started 90 to 120 minutes (depending on the options selected) before the start time of the Photo Booth. The setup time is included in the price of the package.

Equipment Use

Our photo booth and related equipment shall be used solely for its intended purpose and in accordance with our instructions. Any damage caused due to misuse, neglect, or intentional actions will be the responsibility of the customer and may incur additional charges.

Starry Night Photo Booths requires a minimum of 15 amp / 120V power at the Event site that is accessible within 20 feet from where Starry Night Photo Booths is to provide its Services. The Customer assumes responsibility for providing electric power at the Service site. Power generators may be used; provided, however, that the Customer shall be responsible for any damage to Starry Night Photo Booths equipment from the use or operation of any power source not directly connected to the local power grid or that does not provide 15 amp / 120V power. Ideal operating conditions between 55 degrees F and 85 degrees F, and in a dry environment. Under no circumstances will the photo booth be outside if the weather is outside the above temperature range or is raining unless sufficient cover is provided to keep equipment dry. For internet connectivity Starry Night Photo Booths will attempt to use their own wireless hotspot or Venue provided Wi-Fi access. Immediate delivery of texts or emails is not guaranteed. If internet service is not available, any emails or texts will be sent once an internet connection is established with the equipment which may be the next day.

Weather Conditions

For events outdoors, the Customer is responsible for monitoring anticipated weather conditions that could damage our equipment. If necessary the client may reschedule, postpone or cancel in the required time (see above). In the event that inclement weather occurs, the client would be responsible for providing protection for the photo booth equipment. If an alternative location or protection is not provided at the start of inclement weather, Starry Night Photo Booths and its staff has the right to pack up the photo booth equipment during the clients event to avoid weather related damages. The remaining rental time will NOT be refunded.

Force Majeure

In the event that the assigned attendant from Starry Night Photo Booths is unable to perform due to an injury, illness, act of God, act of terrorism, or other cause beyond reasonable control, we will make every effort to secure a replacement. You will be given the complimentary choice to reschedule, if not, the cancellation policy will apply (i.e. - non refundable deposit and potential forfeit of payments and services).

Venue and Location Limitations

Starry Night Photo Booths remains limited by the rules and regulations of the venue, location and site management for any event. The Customer agrees to accept the results of their imposition on the Company. Negotiation with the venue or site management regarding the application of any rules and regulations is solely

the Customer's responsibility; we will offer technical recommendations only and shall bear no liability if such rules or regulations prevent us from performing all or part of the services.

Grace Period

We have a 15 minute grace period following the reserved time. If there are any of the Customer attendees or invited guests still occupying the Photo Booth(s) for a maximum of 15 minutes after the reserved time, the Customer will not be charged an additional time fee.

Extended Booking Time

If the Customer decides to extend their booking time DURING their event, the Customer MUST get approval from the Starry Night Photo Booth Staff, in which the Customer agrees to be charged an additional eighty five (\$85) dollars every hour that exceeds the agreed event time. If a customer does not get approval from the staff attendant and proceeds to exceed the agreed time, the customer agrees to be charged an additional one-hundred fifty (\$150) dollars for every hour that is exceeded. Any extended bookings at the time of event will be included in an invoice that be due forty-eight (48) hours after the event adding to any other payment obligations. Furthermore, we DO NOT offer thirty (30) minute extension, if a Customer does not use the entirety of their booking time, the Customer agrees to pay Starry Night Photo Booths for time submitted on the booking form or additional extended time.

Liability and Indemnity

The Customer is responsible for the conduct of all event participants using any rental products. Any damage to the photo booth or other equipment caused by event participants will be the customer's responsibility and will result in additional charges.

Starry Night Photo Booths shall not be held liable for any loss, damage, injury, or claims arising out of or related to the use of our services, equipment, or props. This includes but is not limited to any direct, indirect, incidental, or consequential damages.

The Customer agrees to indemnify, defend, and hold harmless Starry Night Photo Booths, its employees, and agents from any claims, demands, damages, costs, and expenses arising from the customer's use of our services.

Intellectual Property

All materials provided by us, including but not limited to logos, designs, and software, remain our exclusive property. No part of these materials may be reproduced or used without our prior written consent.

Purchase of prints, products, or digital files does not signify a transfer of ownership of any copyrights.

Permission is hereby granted to Starry Night Photo Booths to use any images under this contract for professional samples, website pages, advertising, exhibitions, contests or any other purpose. The Customer understands that the images taken cannot be used for profit or advertising.

Policy Changes

All policies are subject to change at any time. Starry Night Photo Booths will not deviate from the booking policy as it is written at time of booking.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____