



# DIGITAL PHOTO BOOTH

## *Rental agreement*

This Agreement ("Agreement" is entered into between Monarca Azul, LLC ("Monarca Azul", Company," "provider", "we," "us," "our") and the individual or entity booking rental items ("Client," "you," "your").

By placing an order, submitting payment, or taking possession of rental items, Client agrees to all terms outlined below. The following terms and conditions will set forth an agreement between you and Monarca Azul for photo booth services and related items for your event. This written agreement sets forth the full written intention of both parties and supersedes all other written and/or oral agreements between the parties. By renting from Monarca Azul you are agreeing to these written terms and conditions.

**SERVICE PROVIDED.** Monarca Azul agrees to provide a digital photobooth drop-off service for the Client's event on the agreed date, time and location specified at booking. Services may include and are not limited to the digital photobooth unit, tablet with photobooth software, lighting, backdrop if selected, digital template design, standard prop set if selected, setup and pickup, and digital sharing via text, email, or QR code. This is a drop-off service only. No on-site attendant will remain unless separately contracted in writing.

**TERMS.** The client understands that all images from this booth are sent via Wifi/LTE connection and photos may be delayed to guests if the connection is lost or the signal is weakened. All photos taken at the event Monarca Azul. Client acknowledges that any actions of the guests including but not limited to misuse of any equipment including props, backdrop, or stand by the client or client's guests including children in a manner that causes harm to another person is the sole responsibility of the said person. Client agrees that Monarca Azul or its owners shall not be held liable or responsible for any actions of the guests.

**PAYMENT.** To reserve photo booth rental service for the event, a non-refundable deposit of 50% must be made prior to the event date. The full payment is due at least 7 days prior to Rental Period. Service will not be rendered if full payment is not received prior to the event date. Payment for additional time requested must be completed before time can be provided and/or extended for your event. We may not be able to provide extra hours if not previously arranged. Extension of hours provided without being scheduled must be paid in full via electronic payment or cash.

**ACCESS AND PARKING.** Client agrees to provide Monarca Azul with access to the event location at least one (1) hour prior to the scheduled start time, unless otherwise agreed in writing. Adequate space, safe setup conditions, and sufficient time for installation must be provided. Client is responsible for arranging appropriate parking for our vehicle and equipment in close proximity to the event location. If parking requires permits, validation, or payment, Client must provide the necessary parking passes or reimburse us for any parking fees incurred. Client must notify Monarca Azul in advance of any access restrictions, loading requirements, venue policies, stairs, elevators, limited entry windows, or other conditions that may affect setup or breakdown. Failure to provide accurate access information may result in delayed setup, shortened rental time, additional labor fees, or inability to provide services as contracted. If access to the event location is delayed, denied, or restricted due to circumstances within Client's control, Monarca Azul reserves the right to adjust the rental period accordingly without refund. If services cannot be performed due to access issues, the event will be treated as a cancellation under the terms of this Agreement.

**SPACE AND PLACEMENT.** The Client will arrange for appropriate space of 10ft (L) x 10ft (W) x 10ft (H) and access for the Photo Booth at the Event's venue along with necessary power at least 1 hour before the booking time. We will 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.

**DEPOSITS, RESCHEDULING.** To reserve an event date, Monarca Azul requires a non-refundable deposit equal to fifty percent (50%) of the total contracted amount, including the base rental, delivery and setup fees, and any selected upgrades. This deposit secures the event date and allows scheduling, preparation, and design work to begin. The deposit is non-refundable under any circumstance. Reschedule requests must be submitted in writing at least fourteen (14) days prior to the original event date and are subject to availability. Approval of a new date is not guaranteed. Reschedule requests made less than fourteen (14) days before the event are at the sole discretion of Monarca Azul. If the requested rescheduled date is unavailable, the booking will be treated as a cancellation and subject to the cancellation policy below.

**CANCELLATION POLICY.** Because services are secured and reserved specifically for the Client's event date, cancellations made fourteen (14) or more days prior to the event will result in forfeiture of the fifty percent (50%) non-refundable deposit. The deposit may be transferred to a new event date, subject to availability and in accordance with the rescheduling provisions outlined above. Cancellations made less than fourteen (14) days prior to the event will result in forfeiture of one hundred percent (100%) of the total contracted amount, as scheduling, transportation, equipment allocation, and labor commitments will have been secured and the event date cannot reasonably be rebooked. Custom services, including but not limited to personalized photo templates, specialty artwork, branded graphics, or other design-based upgrades, involve creative labor and are non-refundable once design work has begun or proofs have been delivered, regardless of cancellation timing. All cancellation requests must be submitted in writing via email. Any applicable refunds will be processed within fourteen (14) days.

**DAMAGE TO EQUIPMENT.** Client acknowledges that, unless a damage waiver has been purchased and expressly agreed to in writing, Client is financially responsible for any loss of, theft of, or damage to Provider's equipment from the time of delivery until the time of pickup. Client agrees to pay the full cost of repair or, if repair is not possible, the full replacement value of any equipment that is lost, stolen, destroyed, or damaged. Replacement value shall be determined by Provider based on the current fair market value of the equipment at the time of loss. In addition, Client shall be responsible for loss of business income at a rate of \$249 per day for each day the equipment is unavailable for rental due to damage, as well as any associated administrative, recovery, or collection costs. A minimum damage assessment and administrative fee of \$75 will apply to any damage claim.

Client is responsible for loss or damage caused by, including but not limited to:

- a. misuse of the Provider's equipment by Client or guests;
- b. theft, vandalism, or neglect;
- c. environmental exposure including rain, wind, fire, flood, or other natural elements;
- d. damage resulting from Client's request to set up equipment outdoors without proper overhead coverage approved by Monarca Azul;
- e. unauthorized movement, relocation, disassembly, or tampering with the equipment;
- f. failure to return any equipment or components at pickup.

If the photo booth setup is moved, adjusted, or relocated by Client or guests without Provider authorization, a minimum service fee of \$150 will be assessed in addition to any resulting damage charges. All damage assessments shall be determined at the sole discretion of Provider following inspection of equipment.

**INDEMINIFICATION.** Client agrees to and understands the following: a) client will indemnify the Provider and its associates against any and all liability related to the client and clients guests' use or misuse of the photo booth and props during or after the client's event including events arising from the use of the photo booth by children, b) client will indemnify provider and its vendors against any and all liability associated with the use of pictures taken within the photo booth or by its representatives, employees or affiliates at client's event, c) client will indemnify Provider from the time of service and on into the future, against any liability associated with said use.

**RIGHTS TO PHOTOS.** Client is granted a non-exclusive, perpetual license to use all photos, videos, and digital media generated by the Photo Booth during the Event for personal, non-commercial use. Monarca Azul retains ownership and copyright of all media generated by the Photo Booth and reserves the right to use such media for portfolio, marketing, website, and promotional purposes unless Client provides written notice requesting privacy prior to the event. Client represents and warrants that they have obtained any necessary permissions or consents from event attendees, including parents or legal guardians of minors, for participation in photo booth services and the capture of images. Monarca Azul will not intentionally publish or promote identifiable images of minors without appropriate consent from a parent or legal guardian. Client agrees to indemnify and hold harmless Monarca Azul from any claims arising from failure to obtain required permissions. Monarca Azul is not responsible for the distribution, posting, or misuse of images by Client or event guests.

**FORCE MAJEURE.** Monarca Azul shall not be liable for failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, power outages, government restrictions, venue closures, equipment failure beyond reasonable repair, or other unforeseen circumstances. In such cases, Monarca Azul's liability shall be limited to a refund of payments received for services not rendered.

**MISCELLANEOUS TERMS.** If any provision of this Agreement is determined to be unlawful, void, or unenforceable, that provision shall be severed from the Agreement and shall not affect the validity or enforceability of the remaining provisions. This Agreement constitutes the entire agreement between Monarca Azul and Client and supersedes all prior discussions, representations, or agreements, whether written or verbal. No modification of this Agreement shall be valid unless made in writing and signed by both parties. Any dispute arising under this Agreement shall be resolved in the appropriate small claims or civil court located in the county where Monarca Azul conducts business, and Client agrees to submit to the jurisdiction of such court. By booking services or submitting payment, Client acknowledges that they have read, understood, and agreed to be bound by these terms and conditions.