

Terms and Conditions

SERVICE CONTRACT

The following terms and conditions are made effective between 2740457 Ontario Inc. known as REFLECTIONS MIRROR PHOTO BOOTH "COMPANY", and the inquirer of services, hereinafter referred to as the "CLIENT", relating to any event(s) booked online on the COMPANY's website (www.reflectionsmb.com), over email, phone, or in-person.

Agreement: The Terms and Conditions supersede all prior and simultaneous agreements between the parties. Amendments to the agreement are to be do so in writing and signed by all parties involved. If any part of these Terms and Conditions is found to be invalid or unenforceable, the remainder of these Terms and Conditions shall remain valid and enforceable. Any agreement to waive one or more provisions of these Terms and Conditions or any failure by one or both parties to enforce a provision of these Terms and Conditions shall not constitute a waiver of any other portion or provision of these Terms and Conditions.

DEPOSIT & PAYMENT:

The COMPANY will collect, from the CLIENT, a deposit in the amount of \$100 at time of booking. Upon receiving deposit, the COMPANY will reserve the agreed-on date & time. The COMPANY will not make other reservations for stated time and date. For this reason, the payment is non-refundable; Unless the COMPANY cancels or the CLIENT provides a notice of at least 30 days.

All service fees are as stated on the invoice at the time of booking and will remain once booking is confirmed. Full payment is due, no later than, 48 hours prior to the commencement of the event, as agreed upon at time of booking, unless otherwise stated. In the event the CLIENT fails to submit payment as specified, the COMPANY shall reserve the right to terminate the service contract without further obligation, retain any monies already paid, and not attend the EVENT(S). A \$25 charge will be applied daily for any late payments until payment has been received in full, unless otherwise stated. Bounced cheques are subject to a \$45 non-sufficient funds fee. All prices are subjected to 13% tax.

SERVICE PERIOD:

The Service Period will be from the start time booked by the CLIENT. The end time will be the start time with the addition of hours based on the agreed upon service package. Additional service hours can be purchased during, or prior to, the event; payment must be received prior to the commencement of additional service(s) requested. The service date will be the date booked by the CLIENT.

DATE CHANGES & CANCELLATIONS:

The CLIENT can request a change in date and/or time, and the COMPANY will try to accommodate. If the request is made more than 30 days prior to the originally booked date, and the COMPANY is unavailable, a full refund will be issued. If any expenses have been incurred, such as ordering customized banners, logos, animations, marketing material, or other expenses, the difference will be refunded to the CLIENT. If there is a deficit, the CLIENT must provide full payment for the difference of the deposit, and incurred expenses. All invoices will be provided as evidence. The same conditions apply for cancellations.

ACCESS, SPACE & POWER FOR PHOTO BOOTH:

The CLIENT, or representative of the CLIENT (such as, event planner, venue manager, etc.), and COMPANY shall discuss and arrange for an appropriate space for the photo booth (EQUIPMENT) at Event's venue. The CLIENT shall provide, or designate on their behalf, a representative to perform crowd control if warranted. CLIENT shall provide COMPANY with safe and appropriate working conditions. Including a 8' by 8' minim work area. CLIENT shall provide at least a single (1) table for costumes and props, and at least two (2) chairs for the photo booth attendant(s).

CLIENT is responsible for providing power to the EQUIPMENT. The EQUIPMENT requires a single 120V/AC, 15 amp, 3-prong outlet. Said outlet, must not have any faults or shorts, as this may cause damage to the EQUIPMENT. Damages are the CLIENTS responsibility (discussed further in the Terms & Conditions). Outlet must be within 15m (50') of set-up area for EQUIPMENT.

IDLE HOURS AND FUEL SURCHARGE:

Idle hours can be arranged with the CLIENT at an additional rate of \$50 per hour. An example of Idle Hours is when the booth is booked for 3 hours, where the booth is operational from 5pm-7pm and from 8pm-9pm. Between 7pm-8pm, the booth will be IDLE (at the CLIENTs request). This can be for meals, speeches or other. This must be arranged, no later than, 2 weeks prior to the event date.

The COMPANY will arrive 1 hour prior to the service start time and depart 1 hour after the service end time. If COMPANY is required to arrive or depart outside of this time frame, then idle hours will be charged.

Travel costs are covered in all packages, up to a 100km radius from postal code L4J 7Y3. A separate fuel surcharge will be billed for any trips that extend further, at a rate of \$1 per km traveled, in both directions.

DAMAGE TO PROVIDER'S EQUIPMENT:

It shall be the CLIENTs sole responsibility to cover any damage, theft or loss to the COMPANY's EQUIPMENT and props.

This can be caused by, but not limited to, the following:

1. Any misuse of the COMPANY's EQUIPMENT by the CLIENT or their guests (invited or uninvited). Including water damage, broken components, and other negligence.
2. Any theft or disaster (including, but not limited to, fire, flood, or other natural disasters).
3. Missing Parts

CLIENT shall pay The COMPANY full compensation for replacement and/or repair of any EQUIPMENT, Props, and Accessories that may be damaged, lost or stolen during the Service Period. Full invoice will be provided to the CLIENT after the event in the amount owing. CLIENT has a 30-day period to make payment. An additional \$50 a day charge will be added thereafter, until full payment has been received. Split payments are accepted.

REFUSAL/DISRUPTION OF SERVICE:

COMPANY reserves the right to refuse service, without reimbursement of funds or notification if,

- The attendant(s) are harassed, threatened, or abused by any guests (invited or not), in any manner. Police will be notified.
- The EQUIPMENT was damaged.
- The location of set-up does not conform to the requirements set within this Terms & Conditions.

LIABILITY WAIVER:

By signing this agreement and/or reading and agreeing to the terms and conditions set forth within this Service Agreement, I consent to agreeing to the model release below:

All guests using the photo booth hereby give the COMPANY the permission to copyright and use any, and all, of the photographic images (of any photo booth user who may be included, intact or in-part) created at booked event. This media can hereafter be applied towards illustration, promotion, advertising, trade, or any other sole purpose for the COMPANY.

ONLINE PHOTO HOSTING:

The COMPANY shall provide a link for all photographs taken at the booked event for a thirty (30) day period after the Service End Date. Said photographs will be available for download by family and friends of the CLIENT. Copyright laws will apply, stating the photos provided to, or downloaded by the CLIENT cannot be used for distribution, advertising, illustration, trade of another other purpose that is not for personal use, strictly for the CLIENT and their friends and family.

PRINT QUANTITY:

Where stated "Unlimited 4"x6" and 2"x6" Prints" refers to 1 print per guest per photograph session. An extra print will be provided for the Photo album add-on. CLIENT and guests are welcome to an unlimited amount of interactions with the mirror during the Service Period.

CUSTOM BACKDROP:

The COMPANY has the option to provide for the CLIENT a custom printed backdrop, which can be purchased for a price of \$250. In the event the CLIENT request exceeds the standard pricing for custom work, a quote shall be presented to the CLIENT for review, and the difference is to be paid by the CLIENT to the COMPANY in full.

Client Signature

Copyright: 2740457 Ontario Inc. © 2023

Date