

Terms & Conditions

By using our service, to include our photo booth services and website, you agree to comply with the following Terms and Conditions of PA Party Pix. If you do not agree with these Terms of Service, you can opt to leave our website and opt not to use our booth rental and services. PA Party Pix is owned and operated to provide photo booth rentals for special occasions primarily in the PA, NJ, and NY areas. PA Party Pix reserves the right to revise the Terms and Conditions at any time, and without prior notice. The term "PA Party Pix" in these and any statements, both on this disclosure, the website, signs, shows, etc., refers to the owners, agents, affiliates, representatives, equipment, property, services, and/or photo booths of PA Party Pix. As such, the term "you" in all stated materials refers to the person(s), group(s), or entity(ies), entering into a legally binding contract with PA Party Pix or any agent representing such persons.

Photo Booth Rental Reservations

All photo booth rentals are booked by requesting, completing, and returning a signed contract along with a minimum down payment for services in the amount of \$300.00 – by a date, predetermined by PA Party Pix, which is entered on the contract prior to sending (by mail, email, and/or fax) to the recipient. Unless otherwise agreed upon, all parties involved in the contractual arrangements will only receive photo booth services from PA Party Pix when all criteria above are completed. The completion of the reservation process is finalized when an entry of the client's event on the "Your Event" page on the PA Party Pix website is added by PA Party Pix personnel. PA Party Pix reserves the right to deny, void, or disclaim any contract to any customer, for any reasonable reason determined by PA Party Pix. All photo booth rentals are based on a first-come, first-serve basis. Therefore, completing all of the criteria may not and does not guarantee a booking. If another party completes the process, and is within the guidelines of these Terms and Conditions, and the date was previously or presently offered, and no date is being held, that party will have just as many rights to renting a photo booth for that specific date as any other party. Any booth rental "down-time" where the booth is setup or kept from being torn down (when the host(s) chooses to rent a booth for a shorter period of time than the event), will be billed at \$25 per hour. By signing the "Contract of Services", any and all parties, agree not to hold PA Party Pix liable for any monetary or civil damages, costs, expenses, or such, including legal fees, attorney fees, etc., for any monetary amount greater than the balance already paid. PLEASE NOTE: Any return check fee is \$50.

Any outstanding balance must be paid in full by the due date entered on Page 1 of the contract. PA Party Pix reserves the right to deny services to any party who does not fulfill their obligation in making a timely payment, in full, by that agreed upon due date, without expressed written permission from PA Party Pix. Any outstanding balance remaining after the due date listed on the contract is subject to a \$50 late fee. In addition, PA Party Pix requires all outstanding balances be paid in full by the completion of the event. Failure to pay the balance in full by the event date will immediately incur a \$150 fee which will be added to the party's outstanding balance. An additional fee of \$50 per week after that time will be added to the outstanding balance not to exceed \$500. In addition, any costs that PA Party Pix incurs due to the processing of the outstanding balance (i.e. any legal fees, collection costs, etc.) will be added to the party's outstanding balance. PA Party Pix accepts payment by check, money order, and/or PayPal.

Cancellations

We require a minimum 90 day notice for cancellation. You will be responsible for 50% of the cost of the balance of your contract if you cancel or break the contractual agreement, for any reason, with less than a 90 day notice—but with more than 60 days notice—unless otherwise agreed upon in writing by PA Party Pix. PLEASE NOTE: You will be responsible for 100% of the entire balance of your contract if cancelled, for any reason, within 60 days of your event date. You might be eligible to receive a total or partial refund if we are able to **double** book your date after cancellation. To receive a refund, we must be (1) completely booked and have no remaining photo booths available for that date, (2) contacted by you or your agent with notice of cancellation no less than 90 days prior to your scheduled event date, and (3) contacted by you by phone, email, or mail, no later than one week after the cancelled event date. We may refund any balance collected on your account over the balance received for the new third party rental. (For example, you pay your \$300 deposit. After paying the deposit, you cancel the booth rental. That booth is then rented by a third party for the same price as your contract and we have no other booths available for that date. We will refund your \$300 if you call us and request the refund no later than one week after your cancelled event date).

Exclusion of Liability

PA Party Pix is released from and not responsible for, any situation, in any way, which causes dissatisfaction of services expected by the customer. Any claim of dissatisfaction in any way, shall be addressed to PA Party Pix within

5 business days after the event. PA Party Pix is released from any suit involving the dissatisfaction of services. PA Party Pix is hereby not responsible or liable for any guest(s) actions, complaints, injuries, or any issues pertaining to the service, incident(s), or occurrence(s) involved with PA Party Pix. PA Party Pix is also not responsible for the customer, any guest, and/or any person who obtains and uses password information, for any suit based on event photographs from any event, including but not limited to: photos given at the event, photos produced, transferred, offered, channeled, etc., whether visible or invisible, on the third party, password protected webpage(s) and/or website chosen by PA Party Pix. All images from the event will be available for viewing and/or purchase by all persons who enter the password on the specific link. PA Party Pix is not responsible for explaining any part or process of such website features, photo releases, etc. to anyone using the photo booth, participating in the event, or entering such website after obtaining the password and accessing the images and/or photos from the event. All liability in explaining the PA Party Pix experience from all parts of the process is on the contractual party (host). PA Party Pix may discuss any photo with the host at anytime to ensure approval of the host to post the photo on the website mentioned herein. Either party has the right to deny, decline, refuse to display, offer, produce, etc. any photo, for any reason. By agreeing to these Terms and Conditions, you grant PA Party Pix the right to display any reasonably respectable photo on the PA Party Pix website, advertising materials (whether first or third party), etc. PA Party Pix is not subject to any liability in connection with posting any photograph (i.e. digital) in any way. No monetary payment(s) will be given to any party or parties who are chosen by PA Party Pix to have their photographs from the photo booth posted on the website or any other advertising materials. All liability factors, as such, listed anywhere on these Terms and Conditions agreement also pertain to such photos.

Protection from Damage

Under no circumstance, will PA Party Pix reimburse any parties if stoppage occurs because of any damage to the PA Party Pix equipment, property, etc. or damages to the facility's equipment, property, materials, etc. that operates any event, caused by or due to the host(s), guests, or any other party(s), including those persons working for the facility. In signing the contract, the signer agrees in bearing responsibility to pay, in a timely manner, for replacement of any damaged PA Party Pix equipment, property, etc. caused by the accidental, careless, reckless, or negligent behavior, actions, etc. of any attendee of any event. The signer of the contract will be held accountable for those damages – unless the signer is a representative of a company who is merely representing the company by signing the contract. In that case, the company will be liable for any and all damages to equipment, property, materials, etc. PLEASE NOTE: Smoking and Eating are strictly prohibited in the photo booth. No drinks of any kind are permitted in the photo booth. No children, under the age of 7, are permitted in the booth without an adult – unless permitted by PA Party Pix.

Copyright

Images/Photographs - All images displayed at www.papartypix.com are the property of PA Party Pix unless otherwise noted and are copyright protected by United States and International copyright laws. No image shall be copied, printed or saved outside the PA Party Pix website, including any personal website, unless written permission is obtained from PA Party Pix. Photographs from the PA Party Pix website may not be used in any publication, reproduced, in part or whole, displayed, or manipulated in any way without the prior written permission of PA Party Pix.

Website - www.papartypix.com is protected under United States and International copyright laws. Absolutely no part of this website may be reproduced, in part or whole, for any reason whatsoever, unless written permission is obtained from PA Party Pix.

Disclaimers and Warranties

The PA Party Pix website is provide by PA Party Pix on an "as is" and an "as available" basis. PA Party Pix makes no representations or warranties of any kind, expressed or implied, including, without limitation, this website, content, articles, products, etc. to the fullest extent permissible under applicable law. PA Party Pix disclaims all warranties, expressed or implied, including but not limited to: those of merchantability, fitness for a particular purpose, and non-infringement.

PA Party Pix does not make representation or warranties that its website is free of errors, and the server it channels from, is free of viruses or other harmful components. PA Party Pix and any owners, agents, affiliates, and representatives will not be liable for any damages of any kind including, but not limited to: direct, indirect, incidental, punitive, and consequential damages from the use of services, equipment, property, this website, any affiliated websites, images, and/or photographs. Any user expressly agrees that his or her use of any service offered by PA Party Pix is at his or her own risk.

Indemnification

You agree to indemnify and hold PA Party Pix, its owners, agents, affiliates, and representatives, harmless from and against any and all claims, losses, damages, liabilities, expenses, injuries of any kind, including reasonable attorney's fees, arising from your violation of reproducing, copying, transmitting, distributing, or otherwise exploiting the website, and/or any images or photographs in any way not authorized by PA Party Pix. This obligation will survive the termination of the agreement.

Please Note: The person(s) signing this contract, and/or his or her agent, is responsible for explaining these Terms and Conditions to any and all parties involved in their particular event. PA Party Pix does not have that obligation nor does it have the responsibility of compensating anyone in any way for any perceived wrongdoing through the normal course of business.

