

Gabzebo Inc. Rental Agreement

2010

Rental Agreement Definitions

Gabzebo Booth(s) – Represents: Gabzebo Booth Shell, Gabzebo video recording unit (Tech Pack) storage container (crate) assembly tools and packing materials

Reservation Fee – Non-refundable 50% of total rental cost according to Gabzebo Invoice to reserve rental dates and Gabzebo service

Equipment Deposit Fee – Refundable total cost of Gabzebo Booth(s) fee to retain either by cheque or credit card for long term and non hosted events

Gabzebo Invoice – Final cost and services provided by Gabzebo and additional conditions to Gabzebo Rental Agreement signed by Renter

Service Rendered

Deliverables

Gabzebo Inc. will deliver the Gabzebo Booth(s) to one initial destination as requested by renter within the service area. The Gabzebo booth will be left in the care of the Renter in good and working condition. The Gabzebo booth will be picked up by Gabzebo at the time requested by the Renter to a maximum of eight (8) hours unless extra time is contracted and stated on the signed Gabzebo Invoice. The final original video will be delivered to the Renter 2–4 weeks after the event unless Renter has contracted Gabzebo for post editing which may incur an additional 2 weeks. Availability of Gabzebo booth(s) may be limited and reservation preference is accepted on a first-come, first-served basis with a valid Reservation Fee of Fifty (50%) percent of the total amount (Final cost of rental) upon time of booking and signing Gabzebo Invoice and Gabzebo Rental Agreement. Our service area is limited to Greater Toronto Area. Beyond our immediate service area, a \$1.00/mile surcharge applies or applicable shipping and brokerage fees out of province or country. Drayage and onsite union fees are to be paid by Renter. All prices are in United States Dollars (USD) unless otherwise stated and subject to taxes where applicable. Gabzebo accepts money orders, certified checks, company checks and wire-transfers.

Gabzebo Representative

If a Gabzebo representative is requested or necessary, all expenses for accommodations and travel will be included in the Gabzebo Invoice. Gabzebo representatives will oversee a rental term to a maximum of eight hours (8) per day with the ability to arrange with the Renter for two 15 minute and one 30 minute offsite time.

Reservation

Confirmation

Confirmed reservations are required for any agreement to be valid. A reservation is deemed to be confirmed when the Renter has agreed to this, a signed Gabzebo Invoice and Gabzebo Rental Agreement with valid payment of the required fifty (50%) percent Reservation Fee of the total amount (Final cost of rental) upon time of booking. Reservation Fee is non-refundable in the event of cancellation, postponement, or other condition, which may void our obligation to deliver the Gabzebo booth. Remaining balance is due at delivery of final product. Reservation Fee will be applied toward the final balance due, however this fee shall not be deemed to be in lieu of charges assessed for damage and loss of Gabzebo Booth(s) or NSF Cheque. Damage, loss or NSF Cheque will be deducted from the Equipment Deposit Fee. A fee of \$37 is charged for any returned Cheque. If the Reservation Fee is paid by Cheque and the Cheque is returned or not received by Gabzebo within five 5 days after booking the contract is void and the date(s) and rental service is no longer secured.

Denial of Service

We reserve the right to refuse rental service to anyone at anytime where we deem it is in our best interest on the basis of credit, past history, lack of safety precaution or likelihood of abuse. We may also refuse rental service at any time and our obligation under any contract executed will be void should we discover that the intended use of the Gabzebo Booth(s) presents a serious safety hazard and/or violates any federal, state/provincial, or local law.

Client Responsibility

Inspection

The Renter agrees to examine the Gabzebo Booth(s), power cords, canopy and any decoration to find it to be in good condition and will be returned in the same condition as when the renter received it, ordinary wear and tear accepted. The Renter cannot physically move the Gabzebo booth once it has been placed in an area that is appropriate for use and agreed upon by the renter unless stated otherwise on the Gabzebo signed invoice. You also agree to contact Gabzebo immediately if any equipment is found not to be functioning normally during inspection and rental term. Provided that failure is not the result of damage or improper use on the part of the Renter Gabzebo will follow the Gabzebo Equipment Maintenance Agreement in Schedule A.

Responsibilities

Renter is solely responsible for the rented Gabzebo Booth(s) while, in the possession of the equipment at locations named and unnamed; in use or not in use; with the Renter and/or Renters designated users of the Gabzebo Booth(s). You assume all risks of loss. Gabzebo will ask for either an Equipment Deposit Fee on Gabzebo Booth(s) separate from the 50% Reservation Fee or an acceptable credit card for Gabzebo Booth(s) loss or damages that may incur during rental term. Your responsibility ends when the Gabzebo Booth(s) is found to be in its original condition and working order at time of pick-up. THE RENTER IS RESPONSIBLE FOR CLEAR, PERMITTED AND SAFE ACCESS TO THE PREMISES, SECURITY, POWER & ELECTRICAL OUTLETS, INTERNET ACCESS IF REQUESTED, LEVEL FLOORING AND A REQUIRED SPACE OF 6 X 4 X 8 FEET. ALL OUT DOOR EVENTS MUST BE COVERED BY A TENT OR CANOPY PROVIDED BY THE RENTER AND APPROVE BY GABZEBO. When the Renter requests to edit or hire or a third party to edit the resultant video, Gabzebo is no longer responsible for the original AVI video files, editing or quality. When the Renter requests immediate download of video footage the Renter then becomes solely responsible for the necessary equipment to download the original unedited AVI files from the Gabzebo video booths and Gabzebo is no longer responsible for the original AVI video files, editing or quality. When the Renter requests live upload (internet connection), or live broadcast, monitoring the Renter then becomes solely responsible for the necessary equipment to download, display or digitally showcase the original unedited AVI files from the Gabzebo video booth unless otherwise contracted and stated on the signed Gabzebo Invoice.

Client Responsibility Continued

Indemnity

Renter agrees to indemnify Gabzebo and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent or other defects) or operation of the Gabzebo booth, and by whosoever used or operated the equipment during the rental term. Gabzebo is not responsible for accident or injury caused directly or indirectly in the use of the rented equipment. Rented equipment is deemed to be in the custody and care of the Renter and when used in commerce Renter warrants that he/she is insured for such purpose. Renter assures usage in compliance with any federal, provincial, state, territory or local ordinances and is solely responsible for obtaining any necessary clearance, permits, or insurance coverage required pursuant to the receipt, intended and/or actual use of all equipment listed herein. The Reservation Fee and Equipment Deposit Fee is non-refundable if such clearance, permits, or insurance coverage prevents the Gabzebo from being legally operated. Gabzebo will abide by the rules of the premises regarding regulations and booth placement. Equipment damaged or seized by government authority as a result of Renter's non-compliance, illegal, or other conduct will be the sole responsibility of the Renter; including but not limited to the full replacement cost for items seized or damaged.

Video Content

The video is produced for the Renters use and retains ownership rights to the video. However, Gabzebo reserves the right to use any footage solely for promotional, testing, product samples or any other purposes of public display to use strictly under Gabzebo Inc. name unless otherwise stated in the Gabzebo Invoice whereas the content may be sensitive to the Renter's security, trade secrets, and confidential information. Renter assumes all liability for any form of copyright infringement and is responsible for video releases and permissions to record individuals in private and/or public areas and regulate age of majority in jurisdiction of Gabzebo Booth operation(s). In addition, the Renter is responsible for liability and permissions to transfer video footage "upload", "FTP" to public or non public websites from the Gabzebo Booth(s) or post rental term work stated on the signed Gabzebo Invoice.

Gabzebo Responsibility

In the unlikely event, Gabzebo cannot perform the service(s) agreed upon; all fees paid by the Renter will be refunded according to the service(s) stated on the Gabzebo invoice. Gabzebo will take the utmost care with respect to delivery, set-up, and selection of subject matter, quality of video and delivery of final presentation. In the event that circumstances arise that are beyond our control our liability is limited. Circumstances beyond our control include, but are not limited to: internet access failures, internet speed and connection, strikes, labor disputes, riots, insurrections, civil disturbances, acts of nature, fires, flood, storms, explosions, war, and governmental actions, unpredictable or uninform noise affecting video quality, non-performance of third parties, late shipment or damages by third party freight companies or loss or fluctuations of electrical power.

Gabzebo Equipment Maintenance Agreement

Schedule A

Upon GABZEBO's receipt of a maintenance report and test case from Renter's designated technical contact, GABZEBO will take corrective action so as to remedy the reported problems within the following time schedule. Any maintenance requirements not due to Gabzebo errors are to be paid by renter in addition to product replacement costs.

Classification	1 st Level	2 nd Level	Final Level
X	12 hours, set-up replacement	5 hours test and pack	Ship replacement equipment 3 - 7 Days
A	8 hours, remote support access	24 hours remote support	Ship replacement equipment 3 - 7 Days
B	4 hours, remote support access	12 hours remote support	Ship replacement equipment 3 - 7 Days
C	2 Hours remote support access	12 hours remote support	Ship replacement equipment 3 - 7 Days

The bug/errors are classified by Gabzebo and are as follows:

X	FATAL: Errors preventing all useful work from being done and no remote support can access the Gabzebo booth.
A	SEVERE IMPACT: Errors which disable major functions from being performed. Remote support accessible.
B	DEGRADED OPERATIONS: Errors disabling only certain non-essential functions. Remote support accessible.
C	MINIMAL IMPACT: All other errors. Remote support accessible.

The remedies for each error classification at each level specified above are:

1 st Level	Acknowledgment of receipt of error report with written confirmation delivered to Renter during the next business day.
2 nd Level	Patch or work-around, temporary fix, or update of major release. Including applicable document changes.
Final Level	Official fix, update, or major release, including applicable document changes. For this purpose a day is defined as a 24-hour period, regardless of whether work is scheduled during that period.

GABZEBO™

INTERACTIVE VIDEO RECORDING BOOTHS

This GABZEBO INC. RENTAL AGREEMENT is made by THE RENTER and GABZEBO INC. BY SIGNING BELOW, I AGREE THAT I HAVE READ, FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS GABZEBO INC. RENTAL AGREEMENT.

RENTER:

Company Name: _____
Company Street Number & Name: _____
City, State/Province, Country: _____
Zip/Postal Code: _____
Phone Number: _____
Tax ID Number: _____

GABZEBO INC.:

Gabzebo Inc.
D103 -1500 Tansley Drive
Oakville, Ontario, Canada
L6L 5k4
1.877.422.9326

Renter Signature and Printed Name

Date

Gabzebo Inc. Officer's Signature and Printed Name

Date

I ACCEPT THAT THE GABZEBO BOOTH(S) HAS BEEN DELIVERED, FOUND IN WORKING ORDER AND IN GOOD CONDITION.

Renter Signature

Date of Inspection

Revised March 2010 – Online Gabzebo Rental Agreement may change with out notice. GABZEBO INC. INTERACTIVE VIDEO RECORDING BOOTHS