

GABZEBO

INTERACTIVE VIDEO RECORDING BOOTH

GABZEBO RENTAL AGREEMENT

SERVICE RENDERED

Gabzebo Inc. will deliver the Gabzebo booth(s) to Renters requested destination 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 five hours unless extra time is contracted. The final video will be edited and delivered to the Renter 4–6 weeks after the event. Availability of Gabzebo booth may be limited and reservation preference is accepted on a first-come, first-served basis with a valid reservation payment of Fifty (50%) percent of the total amount (Final cost of rental) upon time of reservation for events.

Our service area is limited to Greater Toronto Area, Metro Toronto, York, Durham, Peel and Halton. Beyond our immediate service area, a \$0.75/km surcharge applies or applicable shipping fees out of province. If a Gabzebo representative is requested or necessary, all expenses for accommodations and travel must be paid by the renter.

All prices are in Canadian funds unless otherwise stated and subject to taxes where applicable. Gabzebo accepts money orders, certified Cheques, wire-transfers and cash.

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, **Gabzebo Rental Agreement** with valid payment of the required fifty (50%) percent fee of the total amount (Final cost of rental) upon time of reservation. 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, loss or NSF Cheque. A fee of \$37 is charged for any returned Cheque. If the reservation fee is paid by Cheque and the Cheque is returned, the contract is void and the date 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 equipment 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, 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 excepted. 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. You also agree to contact Gabzebo at once if any equipment is found not to be functioning normally provided that failure is not the result of damage or improper use on the part of the Renter.

Responsibilities

Renter is solely responsible for equipment rented while, in the possession of the equipment at locations named and unnamed; in use; with the Renter and/or Renters designated users of the Gabzebo booth. You assume all risks of loss. Your responsibility ends when the equipment is found to be in its original condition and working order at time of pick-up. The Renter is responsible for clear access to the premises, an electrical outlet, internet access if requested and a required space of 6 X 10 X 8 feet and any freight in/freight out expenses. When the Renter requests to edit or hire or a third party to edit the resultant video, the renter can receive the original AVI video footage unedited before our 4- 6 week delivery period. 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 booth 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 or hosting The Renter then becomes solely responsible for the necessary equipment to download the original unedited AVI files from the Gabzebo video booth and Gabzebo is no longer responsible for the original AVI video files, editing or quality. In addition, a Gabzebo representative must be on site and the renter must pay all expenses for time, accommodations and travel. Gabzebo booth or service may not be sublet.

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Indemnity

You agree 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 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 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.

GABZEBO RESPONSIBILITY

In the unlikely event, Gabzebo cannot perform the services agreed upon; all fees paid by the Renter will be refunded.

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: acts of nature, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, fires, flood, storms, explosions, war, and governmental actions, unpredictable or uninformed noise affecting video quality, non-performance of third parties, or loss or fluctuations of electrical power.

Gabzebo reserves the right to use any footage for promotional or any other purposes or public display. The video is produced for the Renter's personal, private, in-home use. Renter assumes all liability for any form of copyright infringement and is responsible for any personal releases.

BY SIGNING BELOW, I AGREE THAT I HAVE READ, FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS GABZEBO INC. RENTAL AGREEMENT.

Renter Signature

Date

Gabzebo Inc. Signature

Date

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

Renter Signature

Date of Inspection