

SNAPTURED PHOTOBOOTHS

AND

HIRE TERMS AND CONDITIONS

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2. Interest

Interest is payable calculated daily on any amounts outstanding at the rate of 15% per annum.

3. Registration under the Personal Properties Securities Act 2009 (the Act)

- (a) In the event that this hire agreement falls under the provisions of the Act then the hirer will do all things necessary to enable it to be registered by the hirer and will comply with all requirements of the Act.
- (b) The plant is, and shall at all times be and remain, the sole and exclusive property of the owner and the hirer shall have no right, title or interest therein or thereto except as expressly set forth in this lease.
- (c) The hirer at no time shall have or take possession or control of the plant.

4. Use of plant

- (a) The owner will:
 - (i) Decide upon the location of the plant for the hirer's use of the same;
 - (ii) At the hirer's expense clean and maintain the plant in good order and substantial repair and condition;
 - (iii) Operate the plant as the owner decides in their absolute discretion;
 - (iv) At their discretion refuse any person or person from using the plant if they do not follow directions or endanger either the operator or plant. The owner will not be liable to the hirer for any claim or loss in the event that the owner exercises their right under this clause;
 - (v) Stop the use of or remove the plant if directions as to its use are not complied with or, if, in the opinion of the owner, the plant or the operators are at risk. The owner will not be liable to the hirer for any claim or loss in the event that the owner exercises their right under this clause; and
 - (vi) Retain copyright in all photos produced by the plant and may sue the same for any reasonable purpose including promotion.
- (b) The hirer uses the plant at their own risk and must:
 - (i) Decide the suitability of the plant for the purpose required;
 - (ii) Participate in the use of the plant in a safe, skilful and proper manner and only for the purpose and within the capacity for which it was designed;

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- (iii) Ensure that all guests and invitees and users of the plant use the plant in a safe, skilful and proper manner and only for the purpose and within the capacity for which it was designed;
 - (iv) Follow all directions of the owner with respect to the use of the plant;
 - (v) Pay a cleaning fee of \$50.00 if the plant is required to be cleaned;
 - (vi) Be responsible for the safe keeping of the plant, and indemnify the owner for any loss or damage to it by whoever and howsoever caused;
 - (vii) Be responsible for and indemnify the owner against all claims in respect of injury to persons, or damage to property, arising out of the use of the plant by whomever during the hire period however arising;
 - (viii) Not sell hire lease or otherwise part with possession of the plant or assign the benefit of the hire agreement or remove the plant from the state; and
 - (ix) Not alter the plant in any manner; and
 - (x) Ensure that all parties using the plant are aware that the owner owns the copyright to anything produced by the plant and by their use of the plant the hirer warrants that all parties have consented to the use of the plant upon those terms.

5. No warranties

The owner disclaims all and any warranties, not required by law, whether express or implied including but not limited to warranties as to merchantability and fitness for a particular purpose. Should the plant be unable to be used for which it is hired due to its condition upon delivery and the hirer advises within 1 hour of delivery then the hirer may terminate this agreement and all money paid will be refunded but otherwise neither party will have any right of action against the other. If the plant has been damaged from the time of delivery then the hirer will bear the cost of its repair.

6. Termination

- (a) Without prejudice to any other remedies available to the owner and notwithstanding the commencement date of any period of hire specified the owner may terminate this hire agreement at any time upon giving the hirer notice of termination or without notice if the hirer commits any serious breach of the hire agreement.
- (b) Upon termination the owner shall be entitled to not deliver the plant or take possession of the plant and for this purpose the hirer irrevocably appoints the owner its attorney and authorises the owner or its agent to enter on any land or premises owned by, under control or licence of the hirer and recover the plant and will pay for and indemnifies the

owner against any claims, losses, damages, costs and expenses arising out of the repossession of the plant.

7. Loss and damage

- (a) The hirer is responsible for the loss and damage to the plant whilst on hire. The hirer will pay for any losses, damages, costs and expenses suffered by the owner.
- (b) It is agreed that damage includes any marks on the plant and any requirement to clean the plant.
- (c) It is agreed that losses includes the hirer's loss of income from the hiring of the plant whilst the same cannot be further hired.
- (d) The hirer acknowledges that their liability includes risks which includes theft, damage resulting from misuse or use violating statutory rules and regulations or over or under loading electric current or caused by contact with corrosive substances or caused by the negligence of yourself or any other person whilst under hire to you or loss or damage whilst being transported or stored or when the plant is wrongly converted to your own use.
- (e) It is agreed that in the event that the hirer suffers any loss or damage howsoever arising as a result of inoperable plant then the liability of the owner is limited to the repair or replacement of the plant and is not to include economic or consequential damages of any nature whatsoever.

8. Authority to sign agreement

If this agreement is signed on behalf of the hirer then the person signing covenants that they have the authority to sign this agreement as a duly authorised agent of the hirer and accepts personal responsibility for the performance of the terms of this agreement.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY in the presence of:)	
)	
..... Signature of witness	 Signature
..... Print name of witness	 Print name