



### Photoson9 Contract Terms:

1. Photoson9 will ship the cameras to the address of your choosing.
2. The HOST shall distribute the cameras to the guests and shall collect them at the end of the event.
3. The HOST shall return the cameras in the shipping prepaid container which they have been sent in by Photoson9.
4. Photoson9 shall have the photos on the web site within five business days of receipt of the cameras from the HOST.
5. The HOST will not hold Photoson9 liable for any posting of images of the HOST's guests on the web. Photoson9 shall have the right to withhold publication on the web or in any way duplicate any image made by HOST's guests which in the sole judgment of Photoson9 are inappropriate for such publication. The HOST will not hold Photoson9 liable for any publication or non-publication of any particular images or group of images. The HOST is responsible for informing guests that their image may appear on the web site.
6. The security deposit shall be applied against any loss or damage to the cameras beyond ordinary wear and tear at the sole discretion of Photoson9.
7. Cameras lost will cost the HOST £75 each. Cameras damaged to the point that they cannot be re-hired will cost £75 each unless that particular camera has been insured.
8. Cancellation of this agreement by the HOST will only result in a refund of the security deposit. Cancellations must be in writing or by email.
9. In accepting this agreement you authorise Photoson9 to charge your credit/debit card through PayPal or by Cheque for payment on several dates. 1) a down payment today, 2) the balance due 30 days prior to your event, and 3) for any and all damages or losses resulting from this agreement. These damages include, but are not limited to, damage to or loss of Photoson9 equipment for any reason.

10. Photoson9 reserves the right to cancel this agreement for any reason at any time for a full refund.

11. Photoson9 will honor a request to transfer the services to another day at the sole discretion of Photoson9. If the alternate date is not available then Photoson9 reserves the right to treat the change of date as a cancellation.

12. Photoson9 shall have no responsibility for acts of God or errors or negligence committed by any shipping company's untimely shipping.

13. Photoson9 is not responsible for any equipment failures, including website inaccessibility.

14. To the extent permitted by applicable law, Photoson9 shall not ever be held liable for damage in excess of the HOST's fee paid or to be paid to as stated in this agreement.

15. The HOST is responsible for the prompt return of all Photoson9 cameras in working condition on the agreed to time and date. Failure to do so will result in a late fee of £50 per day. If the cameras have not been returned within one week of this date, the HOST will be responsible for the full replacement cost of the cameras plus a 25% replacement fee in addition to any accrued late fees.

16. The HOST agrees to pay any and all legal and/or collection fees related to this agreement.

17. The parties agree that the only venue for any litigation, arbitration, or mediation, concerning this agreement is Northern Ireland only.

18. Any collection, mediation, arbitration or litigation expenses, including reasonable solicitors fees shall be born by the HOST if any of these activities are required by Photoson9 to enforce any term or condition of this agreement.