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Order Form

Event Day: _____

Month: _____

Year: _____

Client Information

Event: _____ Contact (If 3rd party): _____

Clients Name: _____ Company: _____

Address: _____ Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

E-mail: _____ Contact E-mail: _____

Phone: _____ Alt. Phone: _____ Phone: _____ Alt. Phone: _____

Event Location & Instructions

Venue: _____ Contact Name: _____

Address: _____ E-mail: _____

City: _____ State: _____ Zip: _____ Phone: _____ Alt. Phone: _____

(TIMES) Set Up: _____ Start: _____ Stop: _____ Special Instructions: _____

Service Options

Video Kiosk Package

(4 hours of Service)

Each Additional Hour

Quantity

Cost

x \$1200.00

x \$300.00

x _____

x _____

x _____

Total

= _____

= _____

= _____

= _____

= _____

Total Cost : \$

Deposit Due: **\$300.00**

Remaining Balance: \$

Signed X _____

Date X _____

(Please make all checks payable to Ken Gervais)

INTERNAL USE ONLY

A deposit in the amount of \$ _____ was paid on _____ by CC Check

Received by: _____ Signed: _____ Date: _____

Rental Agreement Terms and Conditions

Memory Maker ("MM") hereby rents to Customer ("Renter") and Renter hereby hires from MM the items of personal property ("Equipment") described in the order form side of this agreement, which are to be used at Renter's location also described in the order form.

1. Ownership & Use: Title of the Equipment shall remain with MM. Renter shall use the equipment at the location noted on this agreement and shall not lease, sublease, rent, lend, sub-rent, transfer, assign, sell, alter, repair, disassemble, modify, encumber or assign a security interest in Equipment with MM's prior written consent. Renter shall use Equipment in a careful and proper manner in full accordance with manufacturer's instructions and specifications. Renter may not use Equipment for any illegal purpose or in an illegal manner. Renter will, at its expense, comply with all applicable laws and regulations pertaining to the use, operation and transportation of Equipment and will defend, indemnify and hold MM harmless for any loss, liability or expense resulting from actual or alleged violations of such laws or regulations.

2. Rent: Renter will pay in advance MM for rent for said equipment and services. All payments shall be paid by check or cash. (Checks payable to Ken Gervais)

3. Rental Period: Renter shall rent equipment on a daily basis. The Rental period begins the hour the event is scheduled to start which is listed on previous page.

4. Operational Time: Equipment is deemed fully operational if the Equipment video CD creator function works two-thirds of the time of the actual event proceedings. The operational time is defined as the time of the first use on the internal clock of the Equipment until the issue is fixed by the attendant. In the event that the Equipment is not fully operational through no fault of the Renter, MM, at its option may refund up to 50% of the rental amount.

5. Loss, Theft & Damage: Renter shall bear the risk of any loss, theft, damage, waste or destruction of the Equipment while it is on rent and shall insure Equipment against such risk. If Equipment is not returned to MM in the same condition as received, Renter shall pay MM the full purchase price of the Equipment valued at \$12,500 in addition to any outstanding rents or other charges due under this agreement. Renter shall pay any reasonable repair charges for Equipment returned in damaged condition.

6. Cancellation: All sales are final and non-refundable. A \$300 deposit is due at the time of booking.

7. Limitation of Liability: In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall MM or its suppliers be liable for any indirect, special, consequential, incidental, or exemplary damages including any damages arising from loss or interruption of the event even if MM shall have knowledge of such potential loss or damage. Renter understands that MM makes no warranty, express or implied, as to the suitability of equipment for Renter's specific application or purpose. Renter agrees that, regardless of the form of any claim, MM's entire liability and Renter's exclusive remedy shall be limited to refund of Renter's security deposit and rents after return of Equipment to MM. The provisions of this agreement allocate risks between MM and the Renter, the Periodic Rent and other fees charged under this agreement, reflect this allocation of risk and the limitation of liability specified herein.

8. Media Usage: Renter agrees to allow MM an opening and closing presentation, on screen ads, scrolling reader board, closing web link, and ad borders to be printed or burned onto the media if the customer doesn't elect to purchase the aforementioned content specifications or options. Furthermore, Renter agrees to allow MM to use any recordings or images captured by the machine for advertising purposes.

9. Assignability: Renter agrees to allow MM to assign this contract as necessary to perform the aforementioned services.

Initials: _____