

VoiceMento Rental Agreement

Turning Voicemails Into Mementos
Operated by Xtreme Digital Media, LLC

By completing checkout, submitting payment, and selecting "I Agree," the Client acknowledges and agrees to the following terms:

1. Ownership of Equipment

All rented equipment remains the sole property of VoiceMento (Xtreme Digital Media LLC).

Client shall not tamper with, remove or delete data, modify, open, disassemble, alter, or attempt to repair any equipment.

2. Rental Period & Return

The rental period begins upon confirmed delivery and ends when the equipment is scanned and accepted by the designated courier.

Client must drop off the equipment with the designated courier **on or before the agreed return date**.

There is **no pickup option** unless expressly agreed in writing.

3. Risk of Loss

Client assumes full responsibility for the equipment from the time of delivery until the moment the return shipment is scanned and accepted by the courier.

Risk transfers back to VoiceMento only upon confirmed courier scan.

4. Payment Authorization & Stored Payment Method

Client authorizes VoiceMento to:

- Store the payment method provided at checkout

- Charge the payment method on file for:
 - Damage, Loss, Theft, Non-return, Late fees, Missing components, Improper packaging damage, and replacement costs as outlined below.

Charges may include partial repair costs and are not limited to full replacement value. Client agrees that such charges may be processed as off-session transactions in accordance with Stripe payment processing policies.

4A. Responsibility for Third Parties

Client is responsible for all actions of guests, venue staff, vendors, and any third parties who handle or interact with the equipment during the rental period.

5. Replacement Values

Client agrees to the following replacement values if items are lost, stolen, or deemed irreparably damaged:

- Vintage Phone: **\$150**
- Retro Phone: **\$150**
- Victorian Phone: **\$200**
- Payphone: **\$250**
- Neon Sign: **\$120**
- Instruction Frame: **\$25**

VoiceMento reserves the right to charge the actual replacement cost if market pricing exceeds the above-listed value.

6. Late Fees

A late fee of **\$25 per day** applies only if equipment is not dropped off with the courier by the agreed return date.

Courier delays occurring after timely drop-off do not incur late fees.

Equipment not dropped off within **7 calendar days** of the return date may be deemed lost and charged at replacement value.

7. Return & Packaging Requirements

Client must follow all provided repacking and return instructions.

Damage resulting from failure to properly package equipment may result in repair or replacement charges.

8. Recording Disclaimer

VoiceMento does not guarantee:

- The number of messages recorded
- Audio clarity
- Guest participation
- Specific content

VoiceMento is not responsible for the language, statements, or content recorded by guests. VoiceMento will use reasonable discretion when selecting content for public display.

9. Promotional & Media Rights

Client grants VoiceMento a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, publish, and distribute:

- Audio recordings (including full-length messages)
- Photographs
- Video content

For marketing, advertising, social media, and promotional purposes.

No compensation shall be owed. Client represents and warrants that they have the authority to grant these rights. Client may opt out by providing written notice prior to the event date.

10. Cancellation Policy

All payments are non-refundable.

11. No Warranties

Equipment is provided “as is.”

VoiceMento makes no express or implied warranties, including merchantability or fitness for a particular purpose.

12. Delivery of Recordings

Digital recordings will be delivered within **14 business days** following return and inspection of equipment.

13. Force Majeure

VoiceMento shall not be liable for delays or failure to perform due to causes beyond reasonable control, including but not limited to natural disasters, courier delays, government actions, or technical outages.

14. Limitation of Liability

VoiceMento’s total liability shall not exceed the amount paid for the rental.

VoiceMento shall not be liable for indirect, incidental, special, or consequential damages.

15. Payment Disputes

Client agrees to contact VoiceMento directly to attempt resolution prior to initiating a chargeback or payment dispute.

16. Governing Law & Venue

This Agreement shall be governed by the laws of the State of New York.

Any disputes shall be resolved exclusively in the courts of the State of New York.

17. Attorney’s Fees

The prevailing party in any dispute shall be entitled to reasonable attorney's fees and costs.

18. Severability

If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

19. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, representations, or agreements, whether written or oral.

Electronic Acceptance

By selecting "I Agree" at checkout and submitting payment, Client confirms:

- They have read this Agreement in full
- They understand its terms
- They voluntarily accept and agree to be legally bound



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