Thank you for choosing **Litratoss** photo booth.

This agreement is made on January 11, 2014 between **Litratoss** (Provider) and Grade 2 Level PTA 2013-2014 (the Client):

1. **TERM** – the agreement shall begin on January 25, 2014

* TIME – services shall start at 8am to 12pm.
* VENUE – will be held at School of the Holy Spirit of QC Auditorium

We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time amounting to P800.00. **Client** agrees to have **Litratoss** operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the booth (changing photo paper, adjusting camera, adjusting printer, etc).

2. **PAYMENT** - A non-refundable retainer in the amount of **P1,400.00** is due upon signing of this contract. The remaining amount is due 7 days prior to your event. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. A minimum of 80 prints shall be considered paid regardless of consumption at Php40.00 per print or Php3,200.00.

*We do not secure your date on our calendar until the deposit is received.*

If the rental time period exceeds the service period agreed, the overage in rental time will be billed to the **Client** at the hourly rate of P800 per hour, billed in half-hour increments of P500. Payment for any overage in time must be paid before additional hours are provided.

3. **SPACE & POWER FOR PHOTO BOOTH** - Client will arrange for an appropriate space for the booth at event's venue. Client is responsible for ensuring power is available for the booth at no additional cost from the provider.

4. **DATE CHANGES & CANCELLATIONS** - Any request for a date change must be made in writing at least 7 days in advance of the original event date. Change is subject to booth availability and receipt of a new service contract. If there is no availability for the alternate date, the retainer shall be forfeited and event will be cancelled. Any cancellation occurring less than 7 days prior to the event date shall forfeit all payments received.

5. **DAMAGE TO PROVIDER'S EQUIPMENT** - Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by:

1. Any misuse of the Provider's Equipment by Client or its guests, or
2. Any theft or disaster (including but not limited to fire, flood or earthquake).

INDEMNIFICATION

Client agrees to, and understands the following:

* Client will indemnify provider against any and all liability related to Client's Event during or after Client's event.
* Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client.
* Client will indemnify Provider against any and all liability associated with the use of pictures taken within.

6. **MODEL RELEASE OPTION PLEASE CIRCLE ONE**.

YES I agree to the model release below or

NO I do not agree.

If neither item is circled we will assume you agree to the model release.

*We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site or social networking accounts, but understands your privacy. Client agrees to, and understands the following:*

* *All guests using the photo booth hereby given to* **Litratoss** *the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless* **Litratoss***, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.*

7. **MISCELLANEOUS TERMS** - This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to order prints free of charge with free shipping as well.

8. **LAYOUT INFORMATION –** instant print out is 4 x 4 in size with 3 window-shot in a plain frame. Client agrees to provide a 7 x 7 backdrop and layout design of the theme 2-weeks before the event.

* FAMILY DAY - Each student is entitled to 3-shots-in-1 print-out from **Litratoss** with 8 seconds interval each shots (standard). No props to be used to accommodate all students. **Reprinting is not allowed**.
* Soft copy in CD will be given to the contact person after the event.

Conforme:

Trixia D. Dimaculangan and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gina C. Ludovice The Client

**Litratoss** Partners - Provider

**CONTACT INFORMATION**

|  |  |
| --- | --- |
| Billing Contact |  |
| Address |  |
| Type of Event | Family Day |
| Contact Mobile Number |  |
| Email Address |  |

**VENUE INFORMATION**

|  |  |
| --- | --- |
| Contact Person |  |
| Address |  |
| Telephone Number |  |
| Email Address |  |
| Theme |  |

**BILLING INFORMATION**

|  |  |
| --- | --- |
| No. of Students | 160 |
| Cost per print | Php40.00 |
| Total Contract Price | Php6,400.00 |
| Non-Refundable Retainer | Php 1,400.00 |
| Other Charges |  |
| Balance Due |  |