

## Pet Portrait Photography Agreement

This Pet Portrait Photography Agreement (this “Agreement”) dated \_\_\_\_\_, 20\_\_\_, is between Happiness is Pets, a Colorado limited liability company (“Photographer”), and \_\_\_\_\_ (“Client”).

Accordingly, the parties agree as follows:

1. **Service.** Photographer will provide Client with a \_\_\_\_\_ photography session on \_\_\_\_\_, 20\_\_\_ at \_\_\_\_:\_\_\_\_\_ (the “Photo Session”). The Client has chosen \_\_\_\_\_ location for the Photo Session. Attached to this Agreement is a pet information form.

### 2. Payment

- a. **Price.** Client shall pay the Photographer \$\_\_\_\_\_ for the Photo Session.
- b. **Deposit.** Client shall pay the Photographer a non-refundable deposit of \$\_\_\_\_\_ upon signing this Agreement (the “Deposit”). The Photographer will apply the Deposit to the price of the Photo Session.
- c. **Final Payment.** Client shall pay Photographer the remainder balance for the services on the date of the photo session. Client may make additional purchases from the Photographer on the date of the photo session. All sales are final.

### 3. Client Responsibilities

- a. **Pet Preparation.** Client shall groom and prepare their pet as desired before the photo session. Photographer will not provide any grooming services for the pet.
- b. **Pet History.** Client shall provide Photographer with a behavioral history for each pet. The behavioral history will include, but is not limited to, incidents of biting, jumping and other aggressive behavior.
- c. **Vaccinations.** Client shall ensure all pets are current with vaccinations. Client’s failure to maintain vaccinations will result in the cancellation of the photo session.
- d. **Accidental Waste.** Client shall bring appropriate clean-up materials and clean any accidental pet waste during the Photo Session.
- e. **Control During Photo Session.** Client shall maintain control of all pets during the Photo Session. Client shall cooperate and follow instructions given by the Photographer during the Photo Session.
- f. **Permits.** In the event the location requires permits or approvals, Client is responsible for obtaining all necessary permits or approvals, unless otherwise agreed by the parties. If the Client’s pet is not

allowed within the jurisdictional limits of the chosen location, the Photographer and Client shall choose a different location.

4. **Photographic Materials.** All photographic materials, including but not limited to, negatives transparencies, proofs, and previews, are the exclusive property of the Photographer. Photographer retains ownership of the copyright for all images created.
  - a. **Photo Selection.** Photographer shall provide Client with a photo gallery after the Photo Session where Client may order digital photos or print photos.
  - b. **Restrictions on Use.** Client may not use photos for commercial purposes or allow a third party to derive a profit from the photos.
  - c. **Photo Release.** Client irrevocably grants Photographer a non-exclusive, royalty-free, license to reproduce, display, exhibit, publish, broadcast, distribute, and otherwise use and permit others to use any images, likeness, appearance, photograph or videography produced in connection with the Photo Session. Photographer may identify any pets by name, however, Photographer will not identify Client in connection with any photo or other medium without the express written consent of the Client. Client waives all claims, demands, losses and liabilities Client may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, and violation of the right or privacy.
5. **Cancellations and Rescheduling**
  - a. **Photographers Inability to Perform.** In the event Photographer is ill, injured, incapacitated or otherwise unable to provide the services for the Photo Session, the Photographer will use her best efforts to inform the Client as soon as reasonably possible. Client and Photographer shall attempt to reschedule the Photo Session. If the Photo Session cannot be rescheduled, Photographer will return all monies paid to Photographer, including the deposit.
  - b. **Inclement Weather.** Should inclement weather occur affecting the Photo Session, the Client is responsible for making the decision to move the location or reschedule the Photo Session. Client shall inform Photographer of a decision as soon as reasonably possible.
  - c. **Rescheduling Service.** In the event Client reschedules the Photo Session, Photographer will apply the Deposit toward a new photography session.
  - d. **Cancellation of Service.** Photographer is entitled to all payments made in the event Client cancels this Agreement or fails to show for the Photo Session.
6. **Release of Liability.** Client shall hold Photographer harmless for any and all injury to Client or pet during the course of the Photo Session and the immediately surrounding events. Client is responsible for the pets' safety before, during and after the Photo Session. Client is responsible for all animal behavior and any damage to property or bodily injury attributable to the Client or the Client's pets.

## 7. General Provisions

- a. **Waiver.** No waiver of any term or right in this Agreement is effective unless in writing and signed by the parties. The failure of either party to enforce any clause of this Agreement does not constitute a waiver or modification of such clause, and the non-breaching party may enforce the clause at a later date.
- b. **Relationship.** Nothing in this Agreement, and no course of dealing between the parties, creates or implies any employment, agency relationship, partnership or joint venture relationship between the parties or between one party and the other party's employees or agents.
- c. **Indemnification.** Each party shall indemnify and hold harmless the other party, and its officers, employees and agents, from and against all damages, costs, expenses, liabilities, claims, demands, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which either party might be liable, in whole or in part, arising out of or related to the acts or omissions of the indemnifying party and its officers, employees and agents. This indemnity provision survives the termination of this Agreement.
- d. **Force Majeure.** Neither party is liable for failure to perform (except for the payment of money) on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, emergency weather conditions, governmental regulations or controls, casualty, government authority, strikes, or acts of God. If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies: (a) to terminate this Agreement in whole or in part; or (b) to suspend this Agreement, in whole or in part, for the duration of the Force Majeure circumstances. The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three business days of its occurrence.
- e. **Entire Agreement.** This Agreement, including any related exhibits, schedules, attachments and appendices constitutes the entire transaction between the parties regarding the subject matter of this Agreement. Further, this Agreement supersedes all prior and contemporaneous understandings, representations and warranties, both written and oral, regarding such subject matter.
- f. **Arbitration.** In the event any dispute, controversy, or claim arises under this Agreement, the parties shall enter into good faith negotiations. If the dispute cannot be resolved through good faith negotiations the dispute will be settled by arbitration in Douglas County, Colorado, pursuant to the then current rules of the American Arbitration Association. Any award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court having jurisdiction thereof.
- g. **Governing Law.** The laws of Colorado, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement, including torts.

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- h. **Attorney's Fees.** If either party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other party

To evidence the parties mutual, and voluntary, consent to this Agreement, the parties have executed and delivered this Agreement as of the date stated in the preamble of this Agreement.

**Happiness is Pets, LLC**

Signature: \_\_\_\_\_

Courtney Clifton, Managing Member

Date: \_\_\_\_\_

**Client**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT INFORMATION:**

Name(s): \_\_\_\_\_

Email \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PET 1 INFORMATION:**

Name: \_\_\_\_\_

Dog  Cat  Other \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_

Gender: \_\_\_\_\_ Spayed/Neutered:  Y  N

Is pet current on all vaccinations?  Y  N

Any incidents of aggressive behavior? \_\_\_\_\_

Additional information: \_\_\_\_\_

**PET 2 INFORMATION:**

Name: \_\_\_\_\_

Dog  Cat  Other \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_

Gender: \_\_\_\_\_ Spayed/Neutered:  Y  N

Is pet current on all vaccinations?  Y  N

Any incidents of aggressive behavior? \_\_\_\_\_

Additional information: \_\_\_\_\_