

SUNDOG STUDIOS LLC

CLIENT MASTER CONTRACT



Introduction

This Client Contract ("Contract") is entered into as of **[booking date]** by and between Sundog Studios LLC ("Company"), and **[booking client]** ("Client").

1. Scope of Services

Sundog Studios LLC ("Company") provides professional creative and production services, including but not limited to photography, videography, branded animations, content bundles, post-production, and related media services (collectively, "Services").

Client acknowledges that Services are limited to the production and delivery of final media files as outlined in this Agreement. Company does not provide social media posting, caption writing, content scheduling, marketing strategy, or account management unless expressly stated in a separate written agreement.

Company retains sole discretion in curating, presenting, and selecting all original Deliverables and any alternate options made available to Client in connection with the Services.

2. Project Details

a. The project is intended for:

- ☐ Personal Use
- ☒ Commercial Use
 - ☐ Internal Use
 - ☒ External Use

b. The project will be distributed via:

- ☐ Broadcast TV
- ☒ Internet/Web
- ☒ Print
- ☐ Other: _____

c. Description of delivered project(s):

[video/photo service is as specified in booking]

d. Scouting + Shooting Date(s):

[shooting date to be determined between Client and Company upon booking]

e. Subject(s):

[subject to be determined between Client and Company upon booking]

f. Shooting Location(s):

[location to be determined between Client and Company upon booking]

g. Estimated time of delivery:

[delivery is as specified in booking]

h. Project Estimate Assumed:

\$ Pricing is as specified in booking]

3. Payment & Fees

a. Standard Payment Terms.

- The entire project cost shall be due upon execution of this Agreement, prior to commencement of any Services.
- Pricing for projects will vary based on the size and added services required. Prices will be dependent on project specifics.

b. Additional Fees.

- **Minimum Set Time:** All shoots are subject to a minimum charge of one (1) hour.
- **Travel:** Travel time up to one (1) hour round-trip is included. Additional travel time shall be billed at \$100 per hour.
- **Rentals/Locations:** Client is solely responsible for securing and paying for all location bookings, permits, and third-party rental costs.
- **Revisions Beyond Credit:** Additional revisions outside of included credits shall be billed at \$100 per hour.
- **Taxes:** All invoices are subject to applicable taxes and fees
- For cancellation and rescheduling fees, see §10.

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c. Refunds

- No refunds will be granted after payment is received. For exceptions related to cancellation or rescheduling, see §10.
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4. Business Hours & Communication Policy

a. Business Hours.

Company's standard business hours are 10:00 AM Pacific Time to 6:00 PM Pacific Time, Monday through Friday, excluding federal holidays.

b. Response Time.

Company will use commercially reasonable efforts to respond to client correspondence within forty-eight (48) business hours.

c. Prohibited Text Messaging.

Clients are not permitted to communicate with Company via personal text message. If Client has access to an employee's personal mobile number, such number may only be used in the event of an emergency or when necessary on-set. All other inquiries must be directed to Company's business telephone number, (707) 536-1622.

d. Designated Communication Method.

Upon onboarding, Client shall elect one of the following methods of communication, which shall remain the official method for the duration of the engagement unless otherwise agreed in writing:

☒ Email; or

☐ Company's Notion Client Portal

5. Pre-Production Obligations

Client acknowledges that Company's ability to perform the Services depends on timely access to required information and resources. Accordingly, Client shall provide the following materials in full no later than the date of contract signing, unless otherwise expressly agreed in writing by Company:

- **Location & Access:** Complete details of the production location(s), including addresses, access instructions, parking/loading information, and any required permits or approvals.
- **Schedules & Availability of Subjects:** Confirmed schedules for all individuals, products, or third-party participants to be featured in the project, along with their confirmed availability during production.
- **Assets:** All required brand guidelines, logos, fonts, graphics, products, props, or other materials necessary to complete the Services.
- **Timing & Event Calendars:** Notification of all relevant deadlines, launch dates, or events for which the Deliverables are intended.

Failure by Client to provide the foregoing materials in full and on time may result in delays, limitations in quality, or incomplete Deliverables. Company shall not be liable for any such impacts, and all associated fees (including scouting and preparation fees) shall remain due and payable in full.

6. Project Delivery & File Access

- Final delivery shall be via digital download link.
 - Files shall remain available for fourteen (14) business days following delivery. Re-uploads shall incur a fee of \$200 per terabyte and shall be renewed for fourteen (14) additional days.
 - RAW/original files may be made available upon request for an additional fee to be quoted by Company.
 - Company will permanently delete Client's RAW files from Company servers after 2 months (from date of final delivery). If Client plans to create future projects with Company using these RAW files, Client will need to coordinate the storage of these RAW files with Company (subject to storage fees).
 - Proof photos (with multiple photo options) shall be provided only for headshot services.
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7. Revisions & Change Orders

- Revisions for photography services are as follows:
 - Client shall receive one (1) revision credit, valid for fourteen (14) days following delivery of content.
 - Revision credits are void once content has been publicly posted or otherwise distributed by Client.

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- Standard turnaround for revisions is three to five (3–5) business days.
 - Additional revisions beyond those included shall be billed at \$100 per hour.
- Lifestyle Profile videos do not include any revisions. Client may purchase a revision if desired, billed at \$160 per hour.
- For larger projects, as determined at Company's sole discretion, Client shall have a forty-eight (48) hour window to provide revision notes prior to final delivery. If no revisions are submitted within this period, Company shall proceed to final delivery and the project shall be deemed accepted.
- Any Client files shared prior to final delivery will be watermarked. These files are *not* for download or distribution outside of Sundog Studios. No files may be downloaded or distributed by the Client until project delivery, otherwise the Client will be subject to penalty and/or legal action from Company.
- Any changes or additions to project scope (including but not limited to date, location, subject, service package, or additional services) shall require a signed Change Order. Company shall not proceed with any such changes absent an executed Change Order.
- For all projects, Deliverables are considered final and may not be swapped, substituted, or replaced once delivered. Any request by Client to swap Deliverables for alternative content shall be evaluated by Company on a case-by-case basis at Company's sole discretion, and if approved, may be subject to additional fees and extended timelines.

a. Optional RAW Photo Selection Add-On

(Photographs Only)

1. **Election** – If Client wishes to personally review all RAW photos from a photoshoot, Client may elect this option by initialing the designated clause at contract execution.
2. **Waiver of Revision Period** – By electing this option, Client waives the standard fourteen (14) day revision period. Instead, Client will receive access to all RAW photos (watermarked).
3. **Access Fee** –
 - a. Client shall be billed at \$160 per 24-hour period of RAW access until all final selections are submitted to Company in writing as a single, consolidated list. Fees will not be prorated if Client completes selections before the end of a 24-hour period; access shall remain open until the expiration of that period.
 - b. At contract signing, Client must specify the total duration of RAW access requested so that Company may set the expiration accordingly in Client's Frame.io link. If Client opts to leave the access period open-ended, billing shall accrue for each day the link remains active until Client submits a written request to Company to close access.
4. **Post-Selection Revision** – After editing of selected photos is complete, Client will receive one (1) revision period of forty-eight (48) business hours. All revision notes must be submitted in Client's Frame.io link (provided by Company at start of revision period) within this window. If no notes are submitted, Deliverables shall be deemed final.
5. **Extension Requests** – Requests for additional time beyond forty-eight (48) business hours will incur \$100 per day, unless Client notifies Company within twelve (12) hours of receiving the revision files that they are unable to review; in such case, Company will reschedule the revision window once at no additional charge. Client acknowledges that rescheduling will extend the overall delivery timeline.

8. Licensing & Usage

a. Ownership & Rights.

All rights, title, and interest in project files remain with Company until paid in full. Ownership of the final deliverables transfers to Client only upon full and final payment of all project fees and expenses under this Agreement. Upon payment, Client shall have a limited license to use the final deliverables as specified herein. Only the contracting Client shall have rights to final project files. Any use by third parties requires a separate written license.

b. Attribution Requirement.

Client agrees that all commercial/public-facing use of Deliverables (including social media posts), whether posted by Client or by any Subjects or third parties authorized by Client, shall include clear attribution to Company by tagging Sundog Studios as follows:

- **Social Media:** Posts must tag Sundog Studios' official accounts:
 - Instagram: @sundog.studios (may invite as a collaborator) | LinkedIn: @sundog.studios | YouTube: @sundog.studios
- **Print or Digital Ads:** Must include the credit line: "Photography by Sundog Studios" (or "Photo/Video by Sundog Studios" as applicable).
- **Websites or Online Use:** Must include visible credit text, such as "Photo/Video by Sundog Studios" on the page(s) where Deliverables appear.

c. Licensing Fees.

- **Commercial/Promotional Use (non-watermarked, perpetual):** \$500 per ten (10) photos or \$500 per video/motion graphic (under one (1) minute, excluding business documentaries, commercials, or other high-budget productions). Fees for high-budget productions and videos/motion graphics exceeding one (1) minute in length require a higher fee, determined by Company at time of licensing.
- **Internal/Personal Use (non-commercial):** Watermarked files are free of charge; non-watermarked files are \$250 per ten (10) photos or \$250 per video/motion graphic. (under one (1) minute, excluding business documentaries, commercials, or other high-budget productions). Fees for high-budget productions and videos/motion graphics exceeding one (1) minute in length require a higher fee, determined by Company at time of licensing.

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d. Unauthorized Use.

Any cropping, alteration, or removal of watermarks, or any other unauthorized use of Company materials, shall incur a penalty of \$1,600 per day, in addition to legal remedies available to Company.

9. Client Representations & Consents

a. General Consents.

Client represents and warrants that they have obtained all necessary licenses, permissions, consents, and releases from all persons, locations, products, and third-party materials featured in the project.

Client shall indemnify, defend, and hold harmless Company, its officers, employees, and contractors from any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Client's failure to secure such consents.

Any misrepresentation by Client shall entitle Company to bill the full project fee and charge \$320 per hour for correction, in addition to pursuing all available legal remedies.

Client further represents and warrants that all such individuals, groups, locations, or third parties have been fully informed by Client that Company shall have the perpetual, worldwide right to use, reproduce, display, distribute, and otherwise exploit the Deliverables (including their likeness, image, or property) for Company's own marketing, promotional, portfolio, or other lawful purposes. Client agrees that it is solely responsible for accurately communicating these rights to such third parties prior to production.

For additional indemnification terms, see §19 of the Legal Clauses Document.

b. Minor Consents.

Client acknowledges that any individual under the age of eighteen (18) ("Minor") featured in the project must have all necessary permissions, consents, and releases obtained from the Minor's parent or legal guardian prior to filming or photography. Client shall be solely responsible for obtaining and maintaining all such consents and for ensuring that Company is authorized to capture and use the Minor's likeness in connection with the project.

Company may request copies of such consent forms at its discretion, but Client's failure to provide copies to Company shall not relieve Client of its obligation to obtain the required permissions. In the absence of any written notice to the contrary, Company shall be entitled to rely upon Client's representations that all necessary Minor consents and permissions have been properly obtained.

Client agrees to indemnify, defend, and hold harmless Company, its officers, employees, contractors, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Client's failure to obtain legally sufficient consent or authorization for any Minor featured in the project, including any footage, photographs, or media materials provided to Company by Client.

c. Private / Paid Event Consents.

Client represents and warrants that, for any private or paid event, they have obtained all necessary permissions, consents, and releases from all participants (including, without limitation, any Minors) to be photographed, filmed, and/or recorded. Client further represents and warrants that all such participants have been informed, prior to the event, that Company may use such recordings and imagery in its marketing, promotional, portfolio, and other lawful business activities. Client shall be solely responsible for securing and documenting such consents in advance of the event and shall indemnify and hold harmless Company from any claims arising out of Client's failure to do so.

10. Cancellation & Rescheduling

- If Client cancels the project after execution of this Agreement, all project fees shall become immediately due and payable in full, unless waived at Company's sole discretion in cases of verified medical emergency, natural disaster, or other force majeure event.
 - Company may cancel the project if Client fails to provide necessary information, violates material terms, or engages in conduct that prevents Company from fulfilling its obligations; in such cases, all project fees shall remain due.
 - Rescheduling requests are subject to Company approval. If Client wishes to reschedule, they must contact Company directly at (707) 536-1622 or by email at info@sundog-studios.com. Company will make reasonable efforts to accommodate the rescheduling request. A rescheduling fee of \$160 per occurrence shall apply, including where rescheduling is caused by third-party participants engaged by Client. If rescheduling is not possible, the project shall be treated as a cancellation under this section.
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11. Scouting Policy

- Company requires two weeks minimum advance notice from Client for scouting, unless otherwise decided by Company. Scouting is included as part of the Service fee and is a standard requirement for all in-person projects. Company allocates time and resources to plan

and prepare for scouting regardless of whether it ultimately occurs. Accordingly, the scouting fee is non-refundable and will not be waived or reversed under any circumstances.

- Client must provide adequate notice and access to the location in order for scouting to be completed. If Client fails to provide sufficient notice, access, or cooperation, Company may proceed without scouting at its sole discretion. In such cases, Client acknowledges that the quality or suitability of the final Deliverables may be affected, but the scouting fee shall still apply in full to cover Company's preparation and planning efforts.

12. Governing Law & Pricing Variability

- **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- **Pricing Variability.** Pricing may vary based on crew availability, rental availability, weather conditions, or location availability.

13. Marketing & Portfolio Rights

a. Use of Deliverables.

Unless otherwise expressly agreed in writing, Client grants Company the perpetual, worldwide, royalty-free right to use, reproduce, display, perform, and distribute any deliverables created under this Agreement (including, without limitation, video, photo, audio, design, or related media files) for Company's own marketing, promotional, and portfolio purposes.

Such use may include, but is not limited to, display on Company's website, social media channels, marketing materials, showreels, print portfolios, and submissions for industry awards or competitions.

b. Revocation Requests by Subjects.

Any individual whose likeness appears in the deliverables (a "Subject") may request removal of their image or likeness from Company's marketing materials, provided that the following conditions are strictly met:

1. The request must be submitted in writing, directly to Company at its principal business address, with a copy sent via email to info@sundog-studios.com.
2. The request must be signed by the Subject.
3. The request must include a clear and compelling written explanation of the basis for the revocation, including specific reasons why continued use would cause harm or violate the Subject's rights.
4. Company shall have a reasonable period, not less than sixty (60) days, to evaluate the request and determine an appropriate course of action.
5. Company reserves the right, in its sole discretion, to require supporting documentation to substantiate the Subject's request.
6. If Company approves the request, removal shall apply prospectively only. Company shall not be obligated to recall, delete, or otherwise alter previously distributed materials, whether physical or digital, that are already in circulation.

Except as set forth above, Client and all Subjects acknowledge and agree that no further consent or approval shall be required for Company's marketing use of the deliverables.

c. Use of Client Business Information.

Client further acknowledges and agrees that Company may reference and display Client's business information (including but not limited to Client's business name, address, contact information, employee names and likenesses, and website/social media information) in connection with the marketing, promotional, and portfolio uses described herein.

If Client specifies in writing at the time of contract signing that a project is private, internal, or contains sensitive content that cannot be made public, Company will restrict its use accordingly. Absent such written notification, all rights of use set forth herein shall apply in full.

d. Subject Consent List.

If multiple individuals ("Subjects") are to be featured in the project, Client shall provide Company with a complete written list of any Subjects who do **not** consent to Company's marketing, promotional, or portfolio use of their likeness, prior to execution of this Agreement. Company will flag such Subjects accordingly and exclude them from Company's marketing use of the Deliverables.

Failure by Client to provide an accurate and complete list shall constitute Client's representation that all Subjects consent to such use. Client shall indemnify and hold harmless Company from any claims, damages, or expenses arising from an undisclosed Subject's objection to Company's marketing use.

e. Production Partner & Third-Party Portfolio Rights.

Client acknowledges and agrees that any production partners, contractors, freelancers, or other third parties engaged or contracted by Company to perform services in connection with the project ("Production Partners") may also use the Deliverables, or portions thereof, for their own portfolio, website, self-promotional, or industry-related purposes. Such use shall be limited to accurately representing the work performed on the project and must not be misleading or disparaging to Client.

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Company shall not be liable for, and Client hereby releases and indemnifies Company from, any claims arising from the authorized portfolio use of Deliverables by Production Partners as described in this subsection

14. Counterparts & Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, scanned email attachment (PDF), or electronic signature platform (including, without limitation, DocuSign or Adobe Sign) shall be equally effective as delivery of a manually executed counterpart. The parties agree that electronic signatures shall have the same legal force and effect as original handwritten signatures and shall be admissible in any legal proceeding to the fullest extent permitted by applicable law.

15. Legal Clauses Document

Client acknowledges and agrees that the Sundog Studios LLC Legal Clauses Document ("Legal Clauses Document") forms an integral part of this Agreement and is incorporated herein by reference as though fully set forth. This Legal Clauses Document includes:

- 18. Definitions
- 19. Limitation of Liability & Disclaimer
- 20. Dispute Resolution
- 21. Non-Solicitation & Non-Disparagement
- 22. Termination for Cause
- 23. Force Majeure & Delays
- 24. Confidentiality & Data Handling
- 25. Payment Default & Collections
- 26. Severability & Enforceability
- 27. Headings & Interpretation
- 28. Successors & Assigns

By signing below, Client confirms that they have received, read, and understood the Legal Clauses Document and agree to be bound by all terms contained within it.

The Legal Clauses Document shall be deemed automatically incorporated into this Agreement as though fully set forth herein and shall survive termination of this Agreement.

In the event of any inconsistency between this Agreement and the Legal Clauses Document, the provisions of this Agreement shall control, except where the Legal Clauses Document expressly provides greater protection or limitation of liability for Company.

Both documents shall be interpreted together as a unified Agreement between the parties.

16. Entire Agreement & Amendment

a. Entire Agreement.

This Agreement, including all exhibits, attachments, and duly executed change orders, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written. No statement, representation, or promise made by either party, or by any employee, contractor, or agent of either party, that is not expressly set forth in this Agreement shall be valid or binding.

b. Amendments.

This Agreement may be amended, modified, or supplemented only by a written instrument signed by both parties. Email correspondence, text messages, or informal communications shall not constitute an amendment or waiver of any term of this Agreement unless expressly acknowledged in a formal, signed writing by both parties.

c. Waiver.

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the party against whom enforcement is sought. No failure or delay in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof.

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17. Acknowledgment of Terms

By signing below, Client acknowledges that a Company representative has reviewed this Agreement with them, or that Client has independently read and understood this Agreement in its entirety. Client agrees that Company shall not be held liable for any failure by Client to review this Agreement carefully.

Signatures

Client

[By booking through Company website or through Company Calendly, Client affirms their consent and understanding of all terms, including project usage, payment policies, and liability waivers. Client also confirms to have read & agreed to the Sundog Studios Client Master Contract and separate Legal Clauses Document. Booking through these platforms constitutes as Client's electronic signature.]

[☐ I elect to opt into the Optional RAW Photo Selection Add-On service and agree to the terms and conditions set forth in §7a of this Agreement (including waiver of the standard revision period and daily access fees).

[If Client wishes to opt in to the above, Client must notify Company at time of booking]

By signing above, Client acknowledges they have reviewed, understood, and accepted all terms of this Agreement and the incorporated Legal Clauses Document.