

Unleashed Fur LLC Pet Photo Session Contract for Services



This Agreement is between you (the "Client") and Unleashed Fur, LLC ("Unleashed Fur").

The Effective Date of this Agreement is the date it is signed by the Client.

We look forward to working with you and your pet(s) to create a fun and successful Photo Session!

In order to achieve that result for your benefit and ours, we have a few simple things we need to cover before your pet's sitting.

MODEL AND PROPERTY RELEASE:

By signing this Agreement, you confirm that you have the legal right and authority to execute this release on behalf of your pet(s) and yourself (the "Subject" or "Subjects"). You hereby irrevocably authorize Unleashed Fur and its assignees, licensees, legal representatives and transferees to use and publish (with or without your name, your pet's name, or with a fictitious name) images of the Subject(s) made during our Photo Session ("Images"), in any and all forms of media, as edited, in the sole discretion of Unleashed Fur, for the purpose of self-promotion, publicity, publishing (including electronic forms such as internet websites), resale as prints or other media for commercial use, or in photographic contests or gallery shows. You hereby waive any and all rights to review or approve any use of the Images for the above mentioned purposes. You hereby warrant that you have authority to agree to the use of the likeness of all Subjects included in the Photo Session in this manner, and you hereby agree to indemnify, defend and hold Unleashed Fur and its assignees, licensees, legal representatives and transferees harmless from any and all claims made against them directly or indirectly arising out of any such use.

CREATIVE AND COPYRIGHTS:

All Images, original and processed, remain the sole property of Unleashed Fur. It is illegal to copy or reproduce any Images, either physically or digitally, without Unleashed Fur's prior written permission. Violators of this Federal Copyright Law will be subject to its civil and criminal penalties. (<https://www.copyright.gov/title17/>). The Client may NOT submit any Images taken by Unleashed Fur for use in contests. All Images, both physical and digital, when purchased or provided to the Client, are for the Client's personal use only. No commercial use by the Client is permitted under this Agreement, including but not limited to resale, promotion of the Client's business or any other business, or use in contests, exhibitions or breeding purposes. You are allowed to share Images posted by Unleashed Fur through social media by using the "Share" feature on the social media site where the Image has been posted by Unleashed Fur, and you may share Images provided to you by Unleashed Fur via your own social media accounts, provided the watermarked Image is not altered in any way. Clients are not allowed to capture screenshots, copy, paste, or save the Images to post on their personal or commercial social media sites. The Client is not allowed to crop, alter, remove watermarks or change the Images in any way, for any purpose.

PRICING:

You acknowledge that you are aware of and have viewed the current Photo Session Price List posted on Unleashed Fur's website (www.unleashedfur.com) as of the date of the Photo Session. You acknowledge that this Price List is adjusted periodically and may change without notice.

SESSION FEES:

You agree to pay Unleashed Fur at the time of scheduling your Photo Session to secure Unleashed Fur's availability for the scheduled date and time. Prints or digital Images may be available for purchase through a third party. The cost of Product (e.g., prints) is not included in the Photo Session fee.

PHOTO POLICIES:

Unleashed Fur will strive to complete Photo Sessions, and Image editing in a timely manner. Unleashed Fur will present the final Images to the Client at via pixieset.com within two weeks of the Photo Session date ("Viewing Session"). Unleashed Fur will only present Images that are the best from the Photo Session.

RETURNS AND REFUNDS:

No charges will be incurred due to rescheduling a Photo Session for inclement weather, provided Unleashed Fur and the Client agree that such a rescheduling is necessary to achieve a successful Photo Session.

LIABILITY:**OURS:**

If Unleashed Fur cannot perform this Agreement due to fire, casualty, act of God, illness, emergency, or other causes beyond its control, and cannot reschedule, Unleashed Fur will return to the Client any money paid, including the Photo Session Deposit, but shall have no further liability in respect to this Agreement or to the Client. This limitation of liability shall also apply in the event that any photographic materials are damaged in processing, lost through camera or computer malfunction, lost or damaged in the mail, or otherwise lost or damaged without fault or intent on the part of Unleashed Fur. In the event that Unleashed Fur fails to perform for any reason, Unleashed Fur shall not be liable to Client for any amount in excess of the retail value of the Client's Order and any Photo Session fees paid. It is the Client's responsibility to back-up any digital files that are purchased from Unleashed Fur. Unleashed Fur shall not be held liable for loss or destruction of files, prints or other Products once they have been received by the Client. We reserve the right to cancel a Photo Session, without liability to you, if the Subject(s) is uncooperative and/or exhibits behavior that, in our professional judgment, is not safe or conducive to achieving our mutual goal of a fun and successful Photo Session.

YOURS:

You assume all responsibility for your pet(s) or any other Subjects during the Photo Session, whether at Unleashed Fur's studio or at an off-site location. You are expected to know your pet(s) and their behavior and any limitations before bringing them to a Photo Session. You agree to disclose any behavioral issues or concerns to Unleashed Fur at the time you schedule your Photo Session.

BehaviorDisclosure: _____

You agree that any and all pets brought to Unleashed Fur for a Photo Session, whether at our studio or at an off-site location, do not have any undisclosed health issues and will be up-to-date on all of their recommended vaccinations, so as to protect their health and the health of all of our clients' pets.

You acknowledge that your Photo Session may utilize various lighting equipment to achieve the desired image result.

You agree to pay Unleashed Fur, in full, for any and all damage caused to it, its employees, agents, or its property by your pet(s). You agree to indemnify, defend, and hold Unleashed Fur harmless from any and all claims that may arise against it or its owners, agents, or employees, for any and all damages caused by your pet(s) during your scheduled Photo Session – whether in studio or otherwise.

PHOTO SESSION POLICIES:

No images – whether still or video – may be made by you during the Photo Session, or by anyone attending the Photo Session with you without Unleashed Fur's express consent. If your pet is a dog, your pet must remain on leash at all times during the Photo Session, unless otherwise directed by Unleashed Fur during the Photo Session.

You will be solely responsible for handling your dog – whether leashed or unleashed during the Photo Session. You agree to be respectful of our other clients and their pets, and to use care and caution if you and your pet(s) encounter other animals while at our studio or at an off-site Photo Session location.

REPRINTS:

You are aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and you hereby release Unleashed Fur from any liability for any claims, whatsoever, based upon fading or discoloration due to such inherent qualities. Unleashed Fur has no liability whatsoever toward the quality of any prints or products reproduced by you from digital files purchased from or provided by Unleashed Fur. (Unleashed Fur recommends using archival materials whenever possible when making, displaying or storing prints or other photographic products.)

TRAVEL:

Unleashed Fur will travel up to five (5) miles from its home location in Boise, Idaho free of charge. A travel fee will be assessed if the Client is located outside of the 5-mile radius.

The parties hereby agree to be bound by the terms of this Agreement and signify their agreement with their signatures, below.

UNLEASHED FUR, LLC

By: _____

Title: Managing Member

Date: _____

CLIENT

By: _____

Telephone: _____

Date: _____

ADDITIONAL TERMS

- a. Notices When a party is permitted or required to notify the other party under this Agreement, in order to be effective, the notice must be in writing, signed by the person giving the notice and delivered personally or by a recognized overnight delivery service with return receipt, or sent by certified mail, return receipt requested to the other party, at the address below. A party may change its address to receive notices by notifying the other party of the new address. The effective date of a notice is the date the other party receives the notice or refuses delivery if delivered personally, otherwise the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee).
- b. Assignment This Agreement is intended solely for the benefit of the parties. The parties do not intend to confer any third-party beneficiary right upon any other person. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other Party.
- c. Successors This Agreement is binding upon each party and their respective heirs, executors, administrators, successors, and permitted assigns.
- d. Amendment This Agreement may only be modified be in writing signed by the party against whom the modification may be enforced.
- e. No Waiver A party's failure to insist on strict performance of a term of this Agreement is not a waiver of that party's right to demand strict compliance with the term in the future.
- f. Entire Agreement This Agreement and any Exhibit incorporated by reference is the entire Agreement between the parties with respect to its subject matter. This Agreement supersedes and replaces any prior or contemporaneous agreement, written or verbal, between the parties regarding its subject matter.
- g. Interpretation This Agreement must be interpreted in accordance with the plain meaning of its terms and not strictly for or against either party.
- h. Captions Captions contained in this Agreement are for convenience and reference and may not be used to interpret this Agreement.
- i. Counterparts This Agreement may be executed in multiple copies, each of which is the complete Agreement. Each party must execute any duplicate or replacement counterpart of this Agreement as may be required to implement its terms.
- j. Applicable Law This Agreement is governed by and must be construed in accordance with the laws of the State of Idaho as if entirely performed in that State and without reference to its conflicts of law rules. The courts located in Idaho have exclusive jurisdiction to adjudicate any dispute in connection with this Agreement. Each party consents to the exercise of personal jurisdiction by the courts located in Idaho.
- k. Venue Venue for any action in connection with this Agreement is in Ada County, Idaho. Each party consents to the jurisdiction of any local, state or federal court situated there and waives any objection which it may have pertaining to improper venue or forum non conveniens in any proceeding in any of those courts.
- l. Severability If any portion of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability does not affect the validity or enforceability of the remainder of this Agreement.
- m. Costs and Expenses Unless otherwise provided in this Agreement, each party bears any fee or expense it incurs in performing its obligations under this Agreement.
- n. Relationship of Parties Neither party has the authority to create any obligation, express or implied, on behalf of the other.
- o. Time of the Essence Time is of the essence with respect to the performance of each party's obligation under this Agreement.