

CLIENT SERVICE AGREEMENT

This client service agreement is made and entered into _____ (date), between:

Tatiana Padilla of TPtakesPics
tptakespics@gmail.com
219-671-7305

--AND--

Model Full Name: _____

Email: _____

Phone Number: _____

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Photographer to provide photography services relating to Client's event as detailed in this Agreement. Photographer has agreed to provide such services according to the terms of this Agreement.

Location and Delivery of Services

Location. Photographer and Client are to arrive for the photoshoot at the agreed time and location which will be confirmed 1 day prior to the photoshoot. Photographer shall deliver Services to Client at the following location(s): Ithaca, NY

Delivery of Services. Photographer will provide Services at the photoshoot on the date booked, unless otherwise specified in this Agreement. Proofing gallery, digital images with watermarks, will be made available on a online gallery no later than 1 week after shoot date. Upon delivery, the Client has 72 hours to review images and may opt to choose which images to include in the final gallery. Upon the conclusion of the 72 hour window, the Photographer will proceed to choose images, if needed, and edit. The final edited digital photos will be made available on a online gallery available for download no later than 3 weeks after the shoot date. Refer to the invoice for details regarding products, inclusions, and fees.

Cost, Fees, and Payment

Cost. The first payment is a non-refundable retainer of \$50 due at contract signing. At a minimum, Client agrees that the retainer fee fairly compensates Photographer for committing to provide the Services and turning down other potential projects/clients. The total cost ("Total Cost") for all Services (except gallery upgrades) is due in full at the beginning of the photoshoot.

Payment. Upon payment of the retainer, Photographer will reserve the time and date agreed upon by both parties. The full amount plus any agreed upon additional fees must be paid prior to the start of the photoshoot.

No services will be made until full payment is made. In the event that payment is dishonored after payment has been made, no photos shall be released until a substitute full payment is made and clear funds have been received.

Intellectual Property

Product(s). All photographs will be shot in digital format. Photos will be delivered as JPEG files in an online gallery. RAW files will not be provided. When the online gallery is delivered, it shall remain open for 30 days from delivery date. Requests for additional photographs or changes to images shall be made within 14 days following delivery of the online gallery. Be advised that RAW files may be destroyed at any time after the online gallery has closed. The Client may download images from the online gallery for personal use only. Downloaded images must not be reproduced in any form including for the purpose of being submitted to contests, reproduced for commercial use or in any other form other than as provided for in this agreement or with the express written license of the Photographer.

Copyright and Model Release. Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or social media. Client releases Photographer from all claims and liability in relation to the photographs and any use by Photographer. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer.

Social Media and Personal Use License. In consideration of the payment of monies due under this agreement, Photographer grants Client a perpetual non-exclusive license to print or to reproduce images downloaded from the photo gallery or delivered by the Photographer as follows:

1. Client may share the web or high-res photos delivered by the Photographer on Client's personal and business social media accounts. The Photographer appreciates being tagged on social media, it is certainly not required.
2. Client may print web or high-res photos delivered by the Photographer for their personal use, and:
 - a: must not sell, license, sub-license, transfer, or otherwise distribute the printed photos;
 - b: must not use the printed photos for advertising or commercial purposes; and
 - c: must not submit or enter the photos into any competition.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Photographer's work and has a reasonable expectation that Photographer will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Photographer will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Photographer's current portfolio and Photographer will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client is different, with different tastes, budgets, and needs;
2. Services are often a subjective art and Photographer has a unique vision, with an ever-evolving style and technique;

3. Photographer will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Photographer will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Photographer shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Photographer's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Photographer.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Photographer shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Photographer provides to Client. Photographer reserves the right to terminate coverage and leave the location of the photoshoot if the photographer experiences inappropriate, threatening, hostile or offensive behavior from anyone at the photoshoot; or in the event that the safety of the photographer is in question. If Photographer leaves the photoshoot in accordance with this clause, Photographer will not be liable to refund any amount to Client, but will be obliged to provide Client with photographs taken by Photographer prior to Photographer leaving the Photoshoot.

Cancellation, Rescheduling, and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client cancels this agreement, giving less than 24 hours notice prior to the date of the photoshoot or fails to show, all payments made to Photographer will be forfeited and released to Photographer unconditionally. In the event that the Client requests to reschedule its session on account of illness, emergency, act of God or any cause outside its control, the retainer will be applied to a rescheduled session provided that notice is given at least 5 days prior to the scheduled photoshoot (or reasonable notice in the case of an emergency). The rescheduled session must be within 1 weeks of the original session date and is subject to the availability of Photographer. Any Client that is late arriving to the session will have the remaining amount of time allotted for the session and Photographer will not be obligated to refund any monies Client has previously paid towards the Total Cost.

Weather. Weather is unpredictable, and no fault of our own. Therefore, in the case of dangerous weather conditions the Photographer retains the right to "rain check" the photoshoot. Discretion on the decision to "rain

check” is solely of the Photographer, and will be communicated to Client at minimum 1 hour before the session start time. In this case, the photographer will promptly provide the Client two time options within 36 hours of the originally scheduled photoshoot date.

General Provisions

Governing Law. The laws of New York govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice (“Notice”) to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email

Photographer's Email: tptakespics@gmail.com

Client Email(s):

2. Phone

Photographer's Phone: 219-671-7305

Client Phone:

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties’ written consent via proper Notice.