



Photography Services Agreement - Modeling Agency

January 8, 2022

Appeal Photography, LLC
Document Sender : David Guggenheim



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v2021.03.1

This agreement (the "Agreement") is made and entered into on April 24, 2024 (the "Effective Date") between Appeal Photography, LLC (the "COMPANY"), existing under the laws of the District of Columbia and the "CLIENT" indicated below (collectively, the "Parties") relating to the event(s) detailed below and in the CLIENT's INVOICE, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

LEGAL AGE: The CLIENT swears or affirms that s/he is of legal age to enter into this contract. Further, CLIENT swears or affirms that subject(s)/model(s)/are is or will be 18 years of age or older on the date of the EVENT. CLIENT also swears or affirms that any other subjects to be photographed during the EVENT and invited directly by the CLIENT and/or guests directly invited by the CLIENT to be present during the EVENT will also be 18 years of age or older on the date of the EVENT. (Individuals under 18 years of age must have signed parental consent.)

PRICE, RETAINER AND PAYMENT: The CLIENT shall make a non-refundable retainer in the amount specified in the INVOICE for the COMPANY to perform the services specified herein. Upon payment, COMPANY will reserve the time and date agreed upon by both parties. Payment of the balance is required immediately following the photo shoot, prior to the delivery of proofs and/or any other imagery. No imagery will be delivered to client without payment in full. Any payment plan agreements agreed to by COMPANY and CLIENT shall be included as an addendum to this agreement. No products shall be delivered until the entire amount is paid in full.

RESERVATION: A signed agreement (this document) and retainer deposit as specified in the INVOICE are required to reserve the dates and times of the EVENT(S). If CLIENT cancels the EVENT(S), or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to the COMPANY.

EVENT SCHEDULE/CANCELLATION: The CLIENT agrees to confirm the schedule prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT. For photo shoots taking place at the studio, COMPANY is bound to cancellation policy of the studio. For photo shoots taking place at the studio, if CLIENT requests to reschedule the EVENT(S) 15 or more calendar days prior to the agreed-upon photographic EVENT date, the deposit/retainer shall be applied to a mutually agreed upon reschedule date without any additional charge to CLIENT. If CLIENT for any reason requests to reschedule the EVENT(S) fewer than 15 days and more than 48 hours, a rescheduling fee is charged as follows, based on CLIENT's total session time. (Session time includes time allocated for in-studio makeup/hairstyling, if applicable). Session time up to 1 hour: \$60; 1.5 - 2 hours: \$90; 2.5 - 3 hours: \$110; 3.5 - 4 hours: \$140; 4.5 - 5 hours \$170; 5.5 - 6 hours \$190; 6.5 - 7 hours \$220; 7.5 - 8 hours \$250. If CLIENT reschedules a studio shoot fewer than 48 hours prior to the start time of the shoot, the rescheduling fee is twice the amount of the rescheduling fees for 15 days to 48 hours. (For example, a fee of \$180 would be charged for a 2-hour session if rescheduled with fewer than 48 hours advanced notice by CLIENT.) For photo shoots booked at the studio, COMPANY is bound by the cancellation policy of the studio. The only exception is when federal agencies in the Washington, DC area are closed due to inclement weather or other factors as determined by the U.S. Office of Personnel Management (OPM). See: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/current-status/> For photo shoots booked at a location other than the studio, such as a hotel, other studio or venue, CLIENT must request a rescheduling at least 48 hours prior to the EVENT. Otherwise, a rebooking fee may be charged to cover any out-of-pocket expenses and/or time (\$75 per hour) incurred by the COMPANY for the EVENT(S), including hotel/venue rental fees/deposits, rental vehicle fees/deposits, etc. if applicable.



SAFETY: The COMPANY reserves the right to terminate the EVENT(S) and leave the location of the EVENT(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of any representatives from or contractors for the COMPANY or the CLIENT is in question. In addition, the COMPANY reserves the right to terminate the EVENT(S) should the COMPANY judge that one or more of the individual(s) being photographed is not forthcoming with their consent to continue the photo shoot, is noticeably uncomfortable and/or stressed, pushed beyond their physical and/or psychological limits and/or in unwanted physical pain.

SHOOTING TIME/EXTENSIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. CLIENT AGREES TO BE RESPONSIBLE FOR ADDITIONAL STUDIO TIME (\$75/half hour) AND RELATED COSTS SHOULD IT BE NECESSARY TO EXTEND THE LENGTH OF THE EVENT(S) DUE TO CLIENT'S LATE ARRIVAL. CLIENT understands that it may not be possible to extend a photo shoot session due to the previous booking of the studio for another session and/or previous commitments by the COMPANY.

TURNAROUND FOR PROOFS, FINAL IMAGERY, PRINTED PRODUCTS, ETC: COMPANY will provide its best, good-faith estimates for turnaround time to provide imagery to CLIENT. Turnaround time can be affected by workload, travel and other circumstances. If COMPANY anticipates a delay in turnaround time it will communicate this information to CLIENT in a timely fashion. For most printed products, including photo books, COMPANY relies on estimates and performance by a third-party photo lab. COMPANY cannot be held responsible for delays caused by such third-party contractors, including photo labs and delivery services, including UPS, USPS, etc. In any case, COMPANY's liability is limited to the amount paid by CLIENT and is liable for no other damages caused by delays, whether due to delays in production at the lab, shipment delays or imperfections in the product requiring additional time to remedy.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs. COMPANY will notify CLIENT in advance and/or include in INVOICE such expenses.

VENUE AND LOCATION LIMITATIONS: For photo shoots outside the COMPANY's Alexandria, VA studio, the COMPANY is limited by the rules and guidelines of the location(s) and site management. For outside locations chosen by the CLIENT, the CLIENT agrees to accept the technical results of their imposition on the COMPANY. In such cases, negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

PERMITS: For photo shoots outside the COMPANY's studio in a location or locations chosen by the CLIENT, the CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

CREATIVE CONTROL-PHOTO SHOOT: The COMPANY will make every effort to work collaboratively with the CLIENT and be responsive to the CLIENT's needs and requests during the photo shoot. Ultimately, the COMPANY retains creative control of the session. This control is including but not limited to the adjustment of hair, makeup, jewelry, clothing, and clothing straps. CLIENT understands that s/he is encouraged by COMPANY to refuse any suggestions by COMPANY -- including poses, state of dress/undress, etc. -- that cause physical or emotional discomfort or stress.

IMAGE CAPTURE, REVIEW & DELIVERY OF PROOFS: The COMPANY retains the right of discretion in selecting the photographic materials released to the CLIENT. The COMPANY is not required to deliver every image taken at the event and will cull from the proofs test and poor quality shots. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY. The COMPANY will deliver UNEDITED PROOFS ONLY to CLIENT WITHOUT EDITING.

Final photographs are delivered securely online and are available for downloading for 60 days. Should CLIENT need to download imagery after 60 days, COMPANY may charge an additional fee to restore the final images for downloading.

INDEPENDENT CONTRACTOR(S): In the event COMPANY furnishes or recommends a hair and/or makeup artist, model or other third-party independent contractor, the COMPANY is not liable for any application or services by this independent contractor. This includes but is not limited to allergies as a result of use of the products by the Independent Contractor. It is the CLIENT's responsibility to convey all allergies to the

Independent Contractor.

USE OF ALCOHOL/MARIJUANA: The use of alcohol and/or marijuana (where legally permitted) is not permitted in the studio but is permitted where legal/permitted at other locations. Smoking and/or vaping are not permitted inside the studio.) The CLIENT understands that consumption of alcohol, marijuana or other substances prior to and/or during the session may negatively impact the results of the images.

GUESTS: As it may affect the quality of the photo shoot, COMPANY strongly recommends against having anyone else present as it can create distraction and cause CLIENT to become self-conscious. If the CLIENT wishes one or more female guests present at the EVENT, prior written/verbal consent is required by COMPANY. Male guests, including boyfriends and husbands, are strongly discouraged at photo shoots unless they are to be photographed. If the CLIENT wishes to have one or more male guests present at the EVENT, prior consent is required by COMPANY. COMPANY retains the right to refuse any guests from being present.

BODY ALTERATIONS: The COMPANY retains the right to cancel or postpone the session if the CLIENT has engaged in any body alterations that could adversely affect the results of the photo shoot within two weeks of the session. Body alterations are including, but not limited to, self-tanning (spray, bed, etc.), tattoos, piercings, surgeries, etc.

PHOTOGRAPHIC MATERIALS: All photographic materials, including but not limited to negatives, transparencies, proofs, and previews – in both physical and digital form – shall be the exclusive property of the COMPANY. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in the INVOICE.

COPYRIGHTS: The photographs produced by the COMPANY are protected by Federal Copyright Law {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102}. Upon final payment, COMPANY grants CLIENT limited, non-exclusive copyright ownership of the final images which will be transferred to the CLIENT. The COMPANY grants the CLIENT permission to edit, sell, and share images, including but not limited to social media, websites, etc.

PROTECTION OF CLIENT'S PRIVACY - RESTRICTION ON USE OF IMAGERY BY COMPANY: If the COMPANY desires to use any of the photographs taken for the CLIENT (e.g., for its portfolio, display on its web site, entry into photo competitions, display in exhibitions, etc.), the COMPANY shall not do so without first obtaining the written permission of the CLIENT. The COMPANY will take necessary measures to ensure that only the CLIENT has access to images from the photo shoot.

CLIENT SATISFACTION: If CLIENT is not satisfied with COMPANY'S deliverables due to factors within COMPANY'S control, COMPANY will work with CLIENT to ensure CLIENT's satisfaction, including reselection and/or reediting of images and/or reshooting of images at no cost to the CLIENT. If CLIENT remains unsatisfied with deliverables, COMPANY will provide, upon request, a full refund. Refunds are limited to the return of all payments received for the EVENT(S).

RESPONSIBILITIES: For photo shoots outside the COMPANY's studio, the COMPANY is not responsible for adverse impacts on on the photo shoot due to causes beyond the control of the COMPANY including but not limited to obtrusive guests/acquaintances/public, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

ASSUMPTION OF RISK: CLIENT acknowledges that CLIENT and subject(s)/model(s) is/are voluntarily participating in the EVENT(S) with the knowledge of the risks and dangers involved, which include but are not limited to: slips and falls, emotional trauma, and, where applicable, the dangers and risks inherent in outdoor activities, including drowning, forces of nature, environmental conditions, transportation failures, wild animals and marine life, accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance, diseases, local laws, crime or any other actions, omissions, or conditions outside of COMPANY's control. CLIENT expressly agrees to be responsible for CLIENT's own welfare and that of the subject(s)/model(s) and fully assume all of the above risks, both known and unknown, voluntarily and



knowingly, to the fullest extent permitted by law.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to reschedule or secure a replacement. If the situation should occur and rescheduling is not possible or a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S). CLIENT is responsible for contracting COMPANY with sufficient time to allow for normal delays and notify CLIENT at the time of the order if there are any extenuating circumstances requiring a quicker turn around than that specified in CLIENT's INVOICE. The COMPANY shall not be held responsible for delivery delays due to the fault of manufacturing and/or delivery services. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year. The Photographer shall be held harmless for any and all injury to CLIENT during the course of the photography session and the immediately surrounding events.

GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the District of Columbia. Each Party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the District of Columbia.

INDIVIDUAL(S) TO BE PHOTOGRAPHED:

CLIENT (individual signing this agreement) will be photographed during the EVENT(S): ☐Yes☐No

Please list below the name(s) and email address(es) of any other individuals to be photographed during the EVENT(S). (If you selected "Yes" above you do not need to include yourself in the list below.)

Name1:	<input type="text"/>	Email:	<input type="text" value="emailaddress@email.com"/>
Name2:	<input type="text"/>	Email:	<input type="text" value="emailaddress@email.com"/>
Name3:	<input type="text"/>	Email:	<input type="text" value="emailaddress@email.com"/>
Name4:	<input type="text"/>	Email:	<input type="text" value="emailaddress@email.com"/>

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this Agreement as of the Effective Date.

CLIENT ADDRESS/PHONE:

Address Line 1:	<input type="text"/>	
Address Line 2:	<input type="text"/>	(Optional)
City:	<input type="text"/>	
State/Province:	<input type="text"/>	
ZIP/Postal Code:	<input type="text"/>	



Phone:

CLIENT NAME/SIGNATURE:

X _____



Signature Certificate

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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.