



Photography Services Agreement Addendum: Use of Model(s)

January 8, 2022

Appeal Photography, LLC
Document Sender : David Guggenheim
Signer: David Guggenheim



Photography Services Agreement Addendum: Use of Model(s)

v2018.05A

This agreement (the "Agreement") -- an addendum to the Photography Services Agreement -- is made and entered into on May 4, 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 and in the Photography Services Agreement, hereinafter referred to as "The EVENT(S)".

ADDENDUM TO PHOTOGRAPHY SERVICES AGREEMENT: This agreement is an addendum to the Photography Services Agreement between the COMPANY and the CLIENT and relates to the use of third-party model(s) for the photo shoot, hereinafter referred to as the "MODEL(S)".

INDEPENDENT CONTRACTOR(S): At the request of the CLIENT, the COMPANY has recommended and/or made arrangements for one or more third-party MODEL(S) to participate in the EVENT. MODEL(S) is/are not employees nor official representatives of the COMPANY and is/are independent contractor(s). The COMPANY is not liable for any services provided by its independent contractors and cannot be held liable for tardiness, quality of performance, appearance, etc. by MODEL(S).

PAYMENT: In some cases, CLIENT and MODEL(S) will be in direct communication and payment arrangements made directly. In other cases, as a courtesy, COMPANY will invoice CLIENT and pay MODEL(S).

REFUNDS: COMPANY will provide a refund to CLIENT of MODEL(S)' fee should MODEL(S) cancel their participation. All EVENT(S) cancellation conditions as dictated by the Photography Services Agreement remain in effect, even if MODEL(S) are unable to participate in EVENT(S).

COMPANY RESPONSIBILITIES: The COMPANY is responsible for ensuring and documenting legal age of MODEL(S), ensuring that all MODEL(S) complete releases allowing CLIENT's use of imagery and for ensuring the safety and comfort of MODEL(S) during the EVENT(S).

CLIENT RESPONSIBILITIES: CLIENT is responsible for communicating to COMPANY (or to MODEL(S) if in direct communication) a description of the type of imagery, poses, and interactions between CLIENT and MODEL(S) desired during the EVENT(S). COMPANY will retain MODEL(S) only after reviewing this information with MODEL(S) prior to the shoot and ensuring their comfort. During the EVENT(S), CLIENT must be respectful of MODEL(S)' comfort level at all times and follow all instructions given by COMPANY and MODEL(S) to ensure same. While there may be some physical contact between MODEL(S) and CLIENT during specific poses, such contact will be supervised and sexual contact will be strictly prohibited. COMPANY reserves the right to terminate EVENT(S) if such practices are not undertaken by CLIENT.

CREATIVE CONTROL-PHOTO SHOOT: As discussed in the Photography Services Agreement, 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.

SAFETY: As discussed in the Photography Services Agreement, 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.

COPYRIGHTS AND RESTRICTIONS ON USE OF IMAGERY: In addition to the copyrights and restrictions information described in the "Copyrights" section of the Photography Services Agreement, CLIENT agrees to the further restriction that no imagery shall be shared publicly (including posting on any web sites, including social media sites or otherwise displayed publicly) that depicts MODEL(S) in a semi-nude or fully-nude state.

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.



DATE OF EVENT(S):

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

CLIENT ADDRESS/PHONE:

CLIENT NAME/SIGNATURE:

X

X

David E. Guggenheim

Signed By David Guggenheim
Signed On: January 8, 2022



Signature Certificate

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