



COMMERCIAL PHOTOGRAPHY AND VIDEOGRAPHY AGREEMENT

This Services Agreement ("Agreement") is entered into by and between **MYRIAM NICODEMUS, LLC.**, an **INDIANA LIMITED LIABILITY COMPANY** with a primary business address of **401 E. COLFAX AVE., STE. 180-23, SOUTH BEND, IN 46617** ("Photographer" or "Videographer"), and _____ with a primary contact address of _____ ("Client"), each a "Party" and collectively the "Parties."

For good and valuable consideration, which the Parties acknowledge and agree as follows.

DEFINITIONS

The terms "Photographer", "photography team," "videographer," "videography team," "us," "we," and "our" refer to **MYRIAM NICODEMUS, LLC.** and all agents, employees, or other representatives.

The terms "you" and "your" refer to _____ and all agents, employees, or other representatives.

The term "including" means "including, but not limited to."

The term "session," "event," "photography session," and "videography session" refers to a hired photographic and/or videographic session for the purposes of taking custom photographs and/or videos to be scheduled for photographing and or filming at _____ ("Location") on _____ ("Session Date").

The terms "agreement" and "contract" refer to this duly executed contractual obligation between parties.

The term "photographs," "photograph," "photographic materials," "images," "footage," "films," "film," "videos," "video," or videographic materials" refer to the digital materials being produced out of this Agreement.

The term "Accounting Point of Contact" refers to the Client's representative handling all payments under this Agreement. The Accounting Point of Contact's contact information is as follows:

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ EMAIL _____

SERVICES

Photographer/Videographer will provide Client with the following services and/or products ("Services"):

- _____ hours of consecutive photography or videography coverage
- Up to _____ high-resolution digital files
- Up to _____ minutes of video

All additional charges are outlined the Photographer's/Videographer's Standard Price List, which is incorporated with this Agreement.

BOOKING AND PAYMENT

The Photographer's/Videographer's total price for these services is \$_____ ("Total Price").

The Photographer/Videographer requires an initial payment of \$_____ ("Initial Payment") that must be paid within **24** hours of signing to execute the Agreement. The Session Date will not be reserved until this Agreement is fully executed. Upon payment of Initial Payment, the Photographer/Videographer will reserve the time and date agreed upon by both parties. The Client agrees that this Initial Payment is only refundable if the Photographer/Videographer does not provide the agreed upon services and deliver the agreed upon products. The initial payment is otherwise, non-refundable, and earned by the Photographer/Videographer when paid, and is remitted in consideration of the experience, reputation, skill of the Photographer/Videographer, and in consideration of the inability of the Photographer/Videographer to schedule other clients during this time.

Acceptable payment methods include check or credit card. Returned checks are subject to a \$50 returned check fee. Client assume responsibility for any and all collection costs and legal fees incurred by Photographer/Videographer in the event enforcement of this Agreement becomes necessary.

All payments will be invoiced by Photographer/Videographer to the Accounting Point of Contact and must be paid within **THIRTY (30) CALENDAR DAYS OF INVOICE DATE**. Photographer/Videographer will assess an interest rate of **12% PER ANNUM**, assessed monthly, from first day of missed payment deadline. In the event of any missed payments, all invoices become due immediately, including the remaining unpaid balance of the Total Price under this Agreement.

At execution of this Agreement, the Photographer/Videographer will reserve the time and date agreed upon by both parties.

PLANNING MEETING & REQUESTS

Both parties will engage in a pre-session planning by phone/in person/Google Hangout at least two (2) calendar weeks prior to session. The pre-session planning meeting worked to finalize the location, aesthetics, styling, and Client's particular requests.

All specific photographic/videographic requests must be received by Photographer/Videographer at least two (2) calendar weeks prior to session.

CANCELLATION, RESCHEDULE, AND LATE ARRIVAL

If the Client fails to show, provide appropriate access and materials (including but not limited to models, props), the entire Photographer's/Videographer's Total Fee is due immediately.

If the Client requests to reschedule or cancels fourteen (14) or fewer calendar days before the agreed upon photographic/videographic event date, the Initial Payment will be forfeited, and a new Initial Payment will be required prior to scheduling of a new session date.

CANCELLATION, RESCHEDULE, AND LATE ARRIVAL (CONTINUED)

If Client requests to reschedule a photographic/videographic session ("rescheduled session"), Photographer/Videographer may apply the initial payment to a rescheduled session **IF NOTICE IS GIVEN AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE SCHEDULED SESSION**. A reschedule fee of \$100 may be applied and must be paid prior to the rescheduled session date. The Rescheduled session must take place within six (6) calendar months.

Any Client that arrives late to the session will have the amount of time late deducted from the time allotted for the session. Photographer/Videographer will not provide a partial refund or other compensation for the time deducted from the session due to late arrival of the Client.

In the event that the weather conditions are not desirable for an outdoor session based on Photographer/Videographer recommendations, the session will need to be rescheduled and the reschedule fee will be waived or an alternative location agreed upon. Due to liability and equipment damages, this decision will be at Photographer's/Videographer's sole discretion.

COMPLETION & DELIVERY

Photographer/Videographer will provide an online gallery and or link for Client's review and download accessibility.

Digital materials will be delivered in processed/unprocessed high-resolution .CR3, .jpeg, .mov, or .mp4 file formats. Processing services include adjustment of white balance, contrast, composition and may employ other techniques dictated appropriate by the Photographer/Videographer.

Client should make additional processing requests with sufficient time to allow for normal delays and notify Photographer/Videographer at the time of the order if there are any extenuating circumstances requiring a quicker turn around.

One (1) video revision is included in the Total Price of each videography service. Additional revisions are subjected to a **\$50 PER HOUR** editing fee.

The Photographer/Videographer does not retain archives of the photographs/videos and all Photographer/Videographer responsibility for the photographs/videos is completed at delivery.

An expedited process fee of **25%** will be applied to expedited processing requests, in addition to additional requested processing services priced in accordance with the Photographer's/Videographer's Standard Price List.

CLIENT REPRESENTATIVE

Client is responsible for the presence of an authorized representative at the session to approve Photographer's/Videographer's interpretation of the assignment.

If Client's representative is not present, the Photographer's/Videographer's interpretation will be deemed acceptable.

PHOTOGRAPHIC/VIDEOGRAPHIC MATERIALS & ARTISTIC RIGHTS

The Photographer's/Videographer's use of the photographic/videographic materials will be in accordance with executed Model Releases.

The Client will provide Photographer/Videographer with a copy of any publication the Photographers/Videographers appear in.

No photographic/videographic materials will be released until the agreed upon amount is paid in full per the payment schedule outlined in this Agreement. The Client will use the photographic/videographic materials in accordance with a Commercial License.

The Photographer/Videographer retains the right of discretion in selection and processing of the photographic/videographic materials released to the Client.

All photographic/videographic materials, including but not limited to clips, footage, negatives, transparencies, proofs, and previews, will be the exclusive intellectual property of the Photographer/Videographer. If necessary, Client will execute any documents and undertake any other reasonable action necessary to effectuate or memorialize ownership of all intellectual property by the Photographer/Videographer.

ADDITIONAL NOTES

NOTICE

Parties will 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:

PHOTOGRAPHER'S/VIDEOGRAPHER'S EMAIL:

CLIENT'S EMAIL:

AGREED

PHOTOGRAPHER'S/VIDEOGRAPHER'S SIGNATURE

CLIENT REPRESENTATIVE'S SIGNATURE



PHOTOGRAPHER'S/VIDEOGRAPHER'S PRINT NAME

CLIENT REPRESENTATIVE'S PRINT NAME

DATE

DATE
