

# T.R.U.E PHOTO SERVICE CONTRACT

**I. The Parties.** This Professional Service Contract (“Agreement”) made in 2024 confirming the terms agreed upon in the invoice and any correspondence prior.

Professional and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Professional to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on at time, on the date and at the location specified in the invoice.

This Agreement shall automatically expire at the end of the term unless specifically renewed prior thereto by mutual written consent by the Parties.

**III. The Service.** Client engages Professional to perform services (“Services”) and provide deliverables (“Deliverables”) which are expected to include professional photography, subject to the following:

- (a) Professional agrees to take photographs as per Client’s stated requests;
- (b) Professional agrees to use high technical quality to meet Client’s needs, for web or print;
- (c) Professional will use digital photography and color management consultancy knowledge to create photographs for Client; and
- (d) Professional will provide Client with Deliverables no more than 3-5 days after the shoot or event.

Client will receive photos via online photo gallery with print release for personal use. This includes images for printing and may be used on social media or e-mail. Client understands that when publishing photographs online, Client will not edit the photographs in any way.

Hereinafter known as the “Services”.

**IV. Payment Amount.** The Client agrees to pay the Professional noted in the invoice in consideration of the photography services to be rendered by Professional. In consideration for this fee, Professional will devote the agreed upon time to cover the event or occasion of Client.

**V. Deposit.** At the time of the signing of the Agreement, Client shall pay a non-refundable deposit of 50% to Professional for the Services. The deposit will be subtracted from the total payment owed by Client upon completion of the Services.

**VI. Work Product.** Client agrees that Professional shall be the sole and exclusive photographer for the event specified in this Agreement. Client agrees and understands that no party other than Professional may take photographs of any poses, lighting situations, or setups made by the Professional, unless otherwise agreed upon in writing by both Parties. Any additional products such as prints, photo books, etc are not included and available to purchase at any time.

Any copyrightable works, ideas, discoveries, products, or other information (collectively, "Work Product") developed in whole or in part by Professional in connection with the Services will be the exclusive property of the Professional. All photos delivered to Client are licensed for Client's personal use only. Personal use constitutes use of photographs on social networks and private viewing only. When posting photographs on such networking websites or portals, Professional requires Client to correctly credit the work on the photographs with the Professional's registered business name. Client acknowledges that any commercial use, selling or distribution of the photographs to third party businesses, excluding family individuals, must be confirmed first with Professional and may result in additional licensing fees.

**VII. Cancellation Policy.** All deposit fees are non-refundable. A minimum of 7 days notice will be required for cancellation of this Agreement by Client. Any cancellation made with less than 7 days notice prior to the agreed upon service date will result in full payment by Client. If the cancellation is initiated by Professional, all monies paid to Professional from Client shall be fully refunded, INCLUDING the deposit fee. Refund shall be paid out within thirty (30) calendar days from the cancellation date.

**VIII. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Professional. If any of the Services performed by the Professional pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Professional, at which time the Professional shall promptly correct such work within a reasonable time.

**IX. Confidentiality.** Professional, and its employees, agents or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of the Professional, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. Professional and its employees, agents, and representative will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Agreement.

**X. Independent Contractor Status.** Professional acknowledges that he is an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Professional shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Professional represent to anyone that it has a right to do so. Professional further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Professional shall indemnify and hold harmless the Client from any such loss or damage.

**XI. Courtesy.** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client. The Client and the Professional agree that positive cooperation and punctuality are, therefore, essential.

**XII. Indemnification.** The Professional agrees to indemnify and hold harmless the Client from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Client that result from the acts or omissions of the Professional, its members, if any, and its agents.

**XIII. Warranty.** The Professional shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable industry standards and will provide a standard of care equal to, or superior to, care used by service providers similar to the Professional on similar projects.

**XIV. Default.** The occurrence of any of the following shall constitute a material default under this Agreement:

- (a) The failure to make a required payment when due;
- (b) The insolvency or bankruptcy of either party;
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency;
- (d) The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**XV. Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing substantially perform any provision, term, or condition of this Agreement (including, but not limited to, the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have \_\_\_\_ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**XVI. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XVII. Force Majeure.** If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its

obligations gives the other party reasonably timely notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**XVIII. Dispute Resolution.** The parties shall, in good faith, make reasonable efforts to settle all disputes arising out of or in connection with this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties. In the event any dispute is not settled by negotiation, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure outlined below:

Any controversies or disputes arising out of or in connection with this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**XIX. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Illinois.

**XX. Entire Agreement.** This Agreement and all documents constitute the complete and final agreement concerning the subject matter hereof. Any representations, terms or conditions not incorporated herein shall not be binding upon either party. No course of prior dealings between parties, no course of performance and no usage of trade shall be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the foregoing sections of this Agreement shall not affect the remainder of such sections or any other section of this Agreement.

**XXI. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as limited.

**XXII. Amendment.** This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**XXIII. Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one party may have furnished to the other in writing.

**XXIV. Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this provision shall be null and void, ab initio.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**The payment of invoice confirms Client has read, understood, and agreed to these terms and conditions.**