

Notice:

Signatures on this contract cannot be redacted.

Client Service Agreement

Entered into on

The event is on

Parties:

Known as "Photographer"

Name - Alyssa Cox

Email - changealensechangealife@gmail.com

Phone – 740-237-4752

and

Known as "Client"

Name – _____

Email - _____

Phone – _____

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

Purpose of the Agreement

The client wishes to hire Cox Photographer to provide services relating to Client's needs as detailed in this Agreement. Cox Photography has agreed to provide such services according to the terms of this Agreement.

Terms

Some new terms are required in light of the COVID-19 Coronavirus.

- Client and Photographer must wear face masks, unless during photo shoot.

- Client and Photographer must stay six feet apart unless signing paperwork or making payment.
- Due to the national coin shortage, any payments made in cash must be exact change.
- Payment must be made before the photoshoot.
- If Client is to carry any sort of weapons and/or firearms, the Photographer needs to be notified beforehand.

Services

Photographer shall provide Client with the following services and/or products:

- _____
- _____
- _____

Location and Delivery of Services

Location. Photographer shall deliver Services to Client at the following location(s):

- _____
- _____
- _____

Delivery of Services. The Photographer will provide all Services by unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that Client expects to attend Client's event, Client agrees to notify Photographer with an accurate guest count.

Costs, Fees, and Payment

Cost. To book Client's session, the Photographer require a \$25.00 deposit; this will officially hold your session date and time with the Photography. The remaining balance is due when Client gets prints, or is allowed a link to download their photos.

All payments are non-refundable unless Client and/or Photographer do not show up to the session, Client paid beforehand, and then cancels, or an accident resulting in injury or legal fees happens.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired the Photography exclusive of any other service the Photographer. In order to provide a high level of satisfaction and quality of service, no other service the Photographers, other than any assistant or third party that the Photography hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Cancellation, Rescheduling, and No-Shows

Cancellation, Rescheduling of Services, or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for the Photographer to render Services due to the fault of the Client or parties related to Client, such as failure of the to occur or failure of one or more essential parties to the to show up on time, Client shall provide notice to The Photographer as soon as possible via the Notice provisions detailed in this Agreement. The Photographer has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for The Photographer to provide the Services due to the fault of Client (or parties related to Client), and The Photographer will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the event, or should it become impossible for The Photographer to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing.

For instance, if The Photographer is able to secure another, unrelated client for a shoot, then The Photographer may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Impossibility

Failure to Perform Services. In the event The Photographer cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Attempt to find another competent professional to take its place with the mutual agreement of Client(s);
3. If another competent professional is not available or Client(s) do not agree to transfer of obligations to said alternate professional, Company will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
4. Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

Appropriate Conduct/Safe Working Environment:

Project.

The Client(s) expressly agree(s) to take best efforts to provide The Photographer's staff with safe and appropriate working conditions. In the event of circumstances deemed by either The Photographer or a bystander to present a threat or implied threat of injury or harm to The Photographer, staff, or equipment. The Photographer reserves the right to cancel all services remaining under this Agreement and leave the event. At the Photographer's discretion, they may enact a three-strike policy. After the first offense, the Photographer will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), the Photographer shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the Photographer will immediately leave the event. If the Photographer leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold The Photographer harmless as a result of incomplete event coverage, or for a lapse in the quality of the Photographer's work, and the Client(s) shall be responsible for payment in full.

Non-Project.

The Client(s) expressly agree(s) to take best efforts to provide The Photographer and The Photographer's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to the photographer or staff, they will

make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, The Photographer shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold The Photographer harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the Photographer's work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether The Photographer resumes work detailed in this Agreement.

Health & Safety.

Client(s) further understand that The Photographer complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the session Client(s) and Client(s)' agents shall not carry weapons unless the Photographer has been notified, be exposed to severe illness, or request the Photographer to do anything illegal or unsafe. Further, The Photographer will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, The Photographer reserves the right to end service coverage immediately and/or leave the session. The Photographer shall be entitled to retain all monies paid and Client(s) agree to relieve and hold The Photographer harmless as a result of incomplete event coverage, or for a lapse in the quality of the Photographer's work.

General Provisions

Governing Law. The laws of Ohio 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:

Email

The Photographer's Email: changealenschangealife@gmail.com

Client Email: _____

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the and 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.

Copyright Release

I, The Photographer, (The Releaser) grant permission and consent to The Client, (The Releasee) for the use of the following described photograph(s) to use however The Client wishes to use them.

Description. Photos taken for The Client in 2020.

Payment. I understand there shall be no payment for the release of copyright.

Royalties. I understand that there shall be no royalties, fees, or other compensation for the release of copyright.

Revocation. I understand that I, The Photographer, cannot and will not ever retract this statement of copyright release, or assume ownership of the photos.

Sharing. I, The Client, understand and allow that The Photographer may also use the photos for marketing and web purposes ONLY.

Final Signatures

Photographer's Signature of Agreement

Client's Signature of Agreement

Date
