



## CLIENT SERVICE AGREEMENT

Entered into on: \_\_\_\_\_

Event date is: \_\_\_\_\_

Parties:

Known as **Christine V. Meek**, photographer ("CVM"),

and

Known as "Client", \_\_\_\_\_

Client Address \_\_\_\_\_

Client Phone \_\_\_\_\_

Client Email \_\_\_\_\_

Collectively, all of the above people or businesses entering this Agreement

will be referred to as the "Parties."

### Purpose of the Agreement

Client wishes to hire CVM to provide services relating to Client's photography project as detailed in this Agreement. CVM has agreed to provide such services according to the terms of this Agreement.

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# Terms

## Services

This agreement constitutes an order for portrait photography services, and any additional services outlined above in Purpose, as agreed to by both parties. Client agrees to pay Total Amount by the Final Payment Due By Date as defined below.

## Post Production

The photographer retains the right of discretion in selecting the photographic materials released to the Client. The client shall receive an online gallery of 25 edited, high-resolution digital photographs and shall not receive any photographic materials not presented to the client. Client will not receive the RAW or discarded images.

## Cost, Fees and Payment

**Cost.** The total cost ("Photography Package Price") for this Service is due in full the day before the Session date and may be paid in the same manner as the Session Deposit. Client shall pay the Total Cost to CVM as follows:

Upon booking, a **non-refundable deposit of \$100** ("the Session Deposit") is due. The Session Deposit secures the Photography Session date and time, as well as the Photography Session pricing, as of the date of the deposit. The Session Deposit will be applied to the Photography Package Price. If the Client fails to make the required deposit, the Photography Session date and time will not be secured.

**Total Amount** for Family Outdoor Sessions is **\$500** (plus mileage if applicable). In-Home Sessions are **\$300** (plus mileage if applicable). There is no charge for mileage within a 25-mile radius of Anthem, Arizona. Mileage charge of \$1/mile outbound applies for destinations outside of this radius beyond 25 miles.

## Copyright and Reproduction

**Copyright Ownership.** In the event that any copyrighted work(s) are created as a result of the Services provided by CVM in accordance with this Agreement, CVM owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling

this Agreement, are expressly and solely owned by CVM and may be used in the reasonable course of CVM business.

**Permitted Uses of Product(s).** CVM grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only.

**Social Media.** The Client may share images posted to social media through use of the share functions and dissemination of direct links. All images posted on social media require a direct link or credit towards Christine Meek Photography. Client shall not copy, screen shot, alter (crop, add filter, or edit in any way), or capture the photographs in any other fashion.

### **Artistic Release**

**Style.** Client has spent a satisfactory amount of time reviewing CVM's work and has a reasonable expectation that CVM will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

**Consistency.** CVM will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with CVM's current portfolio and CVM will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Photography services are often a subjective art and CVM has a unique vision, with an ever-evolving style and technique;
2. Although CVM will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, CVM shall have final say regarding the aesthetic judgment and artistic quality of the Services;
3. Dissatisfaction with CVM's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies refunded.

### **Limit of Liability**

**Liability.** If Christine Meek, of Christine Meek Photography cannot perform this agreement due to Acts of God, including but not limited to, road closure, severe traffic, inclement weather, terrorism or other causes beyond the control of the parties, or due to the photographer's serious illness, then Christine Meek of Christine Meek Photography shall refund any amount paid by the Client and shall have no further liability with respect to this agreement. The amount of liability cannot exceed the amount of this contract. If there is any failure to capture certain images that Client has requested or that were discussed, such omissions shall not void this agreement and will not cause any compensation to be made to the Client and the CVM shall not be liable for same. CVM will make a good faith effort to achieve Client's desired results. However, CVM will maintain ultimate discretion and control over the Session. CVM will use the equipment that CVM finds appropriate and will take photographs that CVM finds appropriate. CVM is not responsible for Clients dissatisfaction due to

weather, body image, wardrobe, family members' facial expressions, temperaments, and anything that is out of CVM's control.

**Working Environment.** Client acknowledges that modeling can, in some circumstances, be dangerous (hiking trails, cactus thorns, wildlife, etc.). The Client acknowledges that the Client and any minor children of the Client are not obligated to perform any act the Client deems dangerous or otherwise inappropriate. The Client agrees to let the CVM know if the Client does not wish the Client or the Client's minor children to perform or participate in any act, including, but not limited to: the use of props or positioning in certain poses requested by CVM. While all reasonable precautions will be made to ensure the safety of any person, Client acknowledges that accidents may occur. Client hereby agrees to indemnify and hold harmless Christine Meek and Christine Meek Photography for any and all injury (Including insect bite, snake bite) as well as sickness or illness to client during the course of the photography session and the immediately surrounding events.

**Health & Safety.** Client(s) further understand that CVM complies with all health and safety laws, directives, and rules and regulations. Further, CVM will not provide services in any location or area deemed to be unsafe in its sole discretion. CVM reserves the right to end service coverage immediately and/or leave the session if safety becomes a concern. CVM shall be entitled to retain all monies paid and Client(s) agree to relieve and hold CVM harmless as a result of incomplete event coverage, or for a lapse in the quality of CVM's work.

**Indemnification.** Client agrees to indemnify, defend and hold harmless CVM and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

### **Late Arrivals, Cancellation, and No-Shows**

**Late Arrivals.** Any Client that is late arriving to the session will have the amount of time late deducted from the time allotted for the session, and therefore image quantity may be decreased as a result.

**Cancellation and No-Show Client.** In the unfortunate event that the session is cancelled by the Client, the deposit shall be applied to a mutually agreed upon reschedule date within the same calendar year. If the Client fails to show or give notice, the deposit will be nonrefundable one calendar day after the scheduled session.

CVM reserves the right to cancel the Photography Session due to unforeseen circumstances including, but not limited to: inclement weather, outdoor lighting conditions, illness, Emergency, or any other conditions which CVM deems may adversely affect the quality of the Photography

Session. In the event CVM cancels the scheduled session, the Deposit will be applied to a re-scheduled session that is set up by CVM. If CVM is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of CVM, CVM and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, CVM shall return the deposit to the Client and CVM shall have no further liability.

If cancellation or reschedule is requested within 7 days of the session date (unless for an unforeseen illness or emergency), NO refund will be issued. No refunds will be granted at any time, but reschedules will be allowed within an appropriate time frame.

### General Provisions

**Governing Law.** The laws of Arizona govern all matters arising out of or relating to this Agreement, including torts.

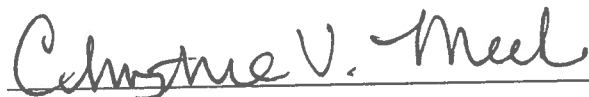
**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via any of the following methods of delivery at the date and time which the Notice is sent:

1. Email
2. Mobile Texting
3. USPS certified mail delivery

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



Christine V. Meek, Photographer  
2134 W. Clearview Trail  
Anthem, AZ 85086  
602-781-1581 mobile/text  
christine@christinemeek.com

X

\_\_\_\_\_ Date \_\_\_\_\_  
CLIENT