

Personal Brand Photography Contract

This Photography Contract (the "Contract") is made effective as of (the "Effective Date"), by and between Infinity Photography (the "**Photographer**") of Red Deer, and _____ (the "**Client**") of _____

DESCRIPTION OF SERVICES. Photographer will assist Client in creating personal brand photographs by photographing Client engaging in a series of activities in various settings ("**Stories**"). Specifically, Photographer shall provide the following services (collectively, the "**Services**"): 1 Hour Brand Photography Session

PHOTOGRAPHER'S PERFORMANCE OF SERVICES. (1) Photographer will coordinate with the Client to plan and photograph Stories during the Session based on the photographic needs of the Client. (2) Photographer will attempt to accommodate the Client's stated photographic requests, provided all conditions necessary to take the photograph are available during the Session, allowing for artistic expression.

CLIENT'S AGREEMENTS RELATED TO SERVICES. (1) Client agrees to obtain all necessary permissions to photograph in any physical location. (2) Client shall not request that Photographer enter any private or closed areas during the session. (3) Client agrees to obtain any necessary permits and to pay any fees necessary for the Session.

COURTESY. This agreement is intended to create a collaborate effort that is beneficial for both parties. The photography schedule and selected methodology are designed to accomplish the goals and wishes of Client. Client and Photographer agree that positive cooperation and punctuality are essential. Both parties agree to work together cooperatively in all aspects of this Agreement.

DUTY TO COOPERATE IN PLANNING: Client agrees to cooperate with the photographer in planning the Session. Specifically, Client shall either complete a questionnaire provided by Photographer or answer questions on a telephone call or video call with Photographer at least fourteen (14) days in advance of the Session. If Client fails to provide this information as required, Photographer shall delay the Session until after Client provides information.

PAYMENT.

Client agrees to pay Photographer a sum of \$ _____ in consideration for the photography services to be rendered by Photographer. A \$ _____ fee is due at the time of booking, and the remaining balance (\$) is payable no less than seven days before the photography session, and Photographer shall not perform any services until the full payment is received. All fees are non-refundable.

This section will auto-populate with your Payment Schedule

NO REFUNDS. Photographer shall make every effort to ensure that Client is satisfied with the photographs delivered under this Agreement. Because photography is, by nature, subjective and the services to be performed under this Agreement are custom, Client shall not be entitled to refunds for services rendered under this agreement.

FEES AND COSTS. Client shall be responsible for any and all fees and costs associated with the Session, including any fees to rent or buy props or other elements to be used in the shots, rent any equipment that is necessary beyond standard photographic equipment (camera and lighting), rent any location, and obtain any necessary photography permits.

TRAVEL. To the extent Photographer is required to travel more than 30 kilometers, Client shall be responsible to cover the reasonable travel expenses of Photographer. Any location outside these limits will be subject to an additional charge of \$0.50 /km . This applies to travel both to and from the location. Client shall book the travel, and Client shall pay the costs of the travel within two (2) business days of Photographer providing notice of the booking.

TRAVEL INSURANCE. Unless expressly instructed otherwise by Client, Photographer shall purchase travel insurance when booking travel, and Client shall reimburse Photographer for this cost. The travel insurance shall be used to reschedule a Session in the event of any travel interruptions, delays, and/or cancellations. Client is encouraged to purchase travel insurance for Client's travel, if any. Should Client decline to purchase travel insurance and/or instruct Photographer not to purchase travel insurance, Client shall bear all risk associated with delays and/or cancellations. Specifically, if Client declines to purchase travel insurance and either party is unable to make it to the session, Client shall not be entitled to schedule a replacement session.

TRAVEL DELAYS. In the event of a travel delay affecting either party, Photographer and Client shall confer about the possibility of conducting the Session later in the day to avoid the need to reschedule.

CANCELLATION POLICY. Client may not cancel the Session with less than 3-days notice. Any cancellation made with less than 3-days notice shall result in forfeiture of the Session and the payment(s) hereunder. To the extent that Photographer must cancel the Session, all monies paid to Photographer from Client shall be fully refunded. The refund shall be paid out within thirty (30) calendar days from the cancellation date.

DUTY TO ARRIVE ON TIME. Photographer and Client are obliged to show up on time for the Session.

If Client is late to the Session, Client shall not be entitled to an extension of the time to complete the Session. Photographer shall make reasonable efforts to complete all Stories during the time available, but cannot guarantee completion if Client is late.

If Photographer is late to the scheduled Session except as a result of a travel delay, Client shall have the option to either extend the Session for the length of the delay or receive a pro-rated refund of the fee. In the event that Photographer is not able to complete a Session as a result of arriving late, Client shall also be entitled to a pro-rated refund of any travel expenses – whether Client's travel or Photographer's travel – associated with that Session.

MAKEUP, HAIR, AND WARDROBE. Client is solely responsible for hair, makeup, and wardrobe. Photographer recommends that Client use the services of a professional to style hair and makeup. Photographer recommends that Client have a hair and makeup artist on-site during the Session to handle any touchups. Client should arrive at the Session prepared for Photographer to begin shooting, with hair and makeup complete and wearing the initial wardrobe. The Session shall not be extended as a result of delays arising from hair, makeup, or wardrobe.

SAFETY OF CLIENT AND PHOTOGRAPHER. It is important that both Client and Photographer feel safe throughout the Session. The parties agree as follows with respect to safety:

Photographer has the absolute right to refuse to continue with a shoot if, at any time, Photographer feels unsafe (with respect to Photographer's person and/or property) or is subjected to harassment, threats, abusive behaviors, or other hazardous conditions (whether from Client or from others in the immediate environment). If the threat, abuse, harassment, or other unsafe condition is not the result of any action by Client, Photographer and Client shall either reschedule the Session or move the Session to a non-threatening location. If Client harasses, threatens, or abuses Photographer or puts Photographer in a hazardous position, Client shall not be entitled to a refund or to have the Session rescheduled.

Client has the absolute right not to feel uncomfortable or unsafe during the Session. Photographer does not want anyone to do something that they feel is risky, dangerous, or inappropriate. Client agrees to raise concerns as soon as they arise. Photographer shall comply with any requests and honor any concerns raised by Client. Because Client is responsible for voicing any concerns, Client agrees not to hold Photographer liable for any injury, harm, or damage that may occur during the Session, including from Client taking direction from Photographer. By following the direction of Photographer without stating concerns, Client takes full responsibility for Client's actions and all consequences of those actions.

INCLEMENT WEATHER. To the extent that the Session is scheduled to occur outside and is interrupted or prevented by inclement weather, Photographer and Client shall determine a suitable alternate location. Photographer and Client shall discuss potential inclement weather on the day of the shoot and make a determination whether the Session should be relocated.

MODEL RELEASES. All subjects in the photographs will be required to sign a model release before photographs will be taken. To the extent that any minors will be included in the photographs, Photographer shall require a model release executed by the minor's parent or guardian before photographs will be taken.

DELIVERY OF PHOTOGRAPHS. Photographs will be delivered in JPG format within fourteen (14) days of the completion of the Session. The final photographs will be delivered in an online gallery from which the Client may download the JPG files.

Photographer is happy to include social media crops and resizing to Client's specifications at no additional costs, but all crop and resizing requests must be made during the consultation or an additional fee may be charged.

Photographs will have basic color correction but advanced editing such as body shaping, head swaps, or other advanced alterations to the photography will be billed separately at an hourly rate of \$100.

Photographer is not obligated to store electronic copies of any photographs after they are delivered to Client. After delivery, Client is fully responsible for care and safety of the photographs, and Photographer may discard the photographs.

COPYRIGHT OWNERSHIP. Photographer shall retain the copyrights to all photographs and other works created under this Agreement. Photographer may use the photographs to promote Photographer's business and to include the photographs in Photographer's portfolio, on Photographer's website, and in any other promotional material created by Photographer.

Photographer covenants and agrees not to sell or license any photographs produced under this Agreement to any third parties without Client's consent.

LICENSE GRANT. Photographer agrees to grant and hereby does grant to Client a fully paid-up, royalty free, non-exclusive, non-transferable, perpetual, irrevocable license to use the photographs produced under this Agreement for commercial purposes, subject to the following limitations.

Client may edit the photographs and/or create derivative works for Client's commercial use.

Client may not sub-license the photographs except to the extent the photograph is sub-licensed to be used by a third party to promote: (1) Client's business (e.g., in affiliate marketing or by a joint-venture partner), (2) Client's appearance at an event (e.g., a live or virtual summit), or (3) Client's appearance on the third-party's platform (e.g., as a podcast guest, guest blogger, or video guest).

Client may not use the photographs to create physical products for sale, except that Client may use the photographs on the cover or in the contents of a book authored by Client.

Client may not: (1) sell copies of the photographs to anyone, (2) enter the photographs into any contests, (3) provide the photographs to be used as stock photos, (4) upload the photographs to any photo-sharing websites, (5) provide the photographs to any third party to be used on social media except as allowed by the provision governing sub-licenses above, (6) use photographs in association with any illegal business or venture, and/or (7) use photographs in association with any pornographic business or venture.

Client is not required provide attribution or otherwise credit the Photographer in any way, but Client may not falsely represent or imply that the photographs are attributable to anyone other than Photographer. While attribution is not required, it is appreciated where appropriate. Should Client wish to credit the Photographer, Client should do so in the following ways based on the platform being used:

On a Website: InfinityBrandPhotography.com

On Instagram/Facebook: infinitybrandphotography

ASSERTING COPYRIGHTS AGAINST INFRINGERS. As the owner of the copyrights in the photographs, the Photographer shall have the right, but not the obligation, to take legal or other action to enforce the copyrights, including by sending cease and desist letters, sending demand letters, sending takedown notices pursuant to *The Copyright Modernization Act of Canada*, and/or filing lawsuits or other legal actions against infringers. To the extent Photographer takes such action, Photographer shall bear all costs and associated with the enforcement action and shall be entitled to all proceeds from the enforcement.

In the event that Photographer opts not to enforce the copyright(s) against an infringer, Client shall have the option to enforce the copyright(s). To facilitate this enforcement, Photographer shall execute an agreement transferring all rights, title, and interest in the copyright(s) to Client. That copyright transfer shall be contingent upon Client taking action to enforce the copyright(s), such that the rights, title, and interest in the copyright shall revert to Photographer if the Client does not take action to enforce the rights within ninety (90) days after the transfer. Client shall not be required to pay any additional fee for this copyright transfer. Client shall bear all costs associated with the transfer and with any enforcement action and shall be entitled to all proceeds of any enforcement action.

RELATIONSHIP OF PARTIES. Photographer is an independent contractor with respect to Client. Photographer is not an employee of Client, and this agreement does not create a partnership, joint venture, or any other relationship between the parties.

REPUTATION MANAGEMENT. This agreement is not an endorsement by either party of the other. Neither Photographer nor Client is required to disclose the relationship or promote the services or products of the other. Each party may disclose the relationship so long as the nature of the relationship is not misconstrued in any way.

CONFIDENTIALITY. Photographer recognizes that Client's confidential information is valuable and will ensure that it is protected. Photographer, and its employees, agents, or representatives shall not at any time or in any manner either directly or indirectly, use for the personal benefit of Photographer, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Photographer and its

employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

MUTUAL INDEMNIFICATION. Photographer agrees to indemnify and hold harmless Client from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Client by any third party that result from the acts or omissions of Photographer, Photographer's members, if any, and Photographer's agents. Client agrees to indemnify and hold harmless Photographer from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Photographer by any third party that result from acts or omissions of Client, its members, if any, and its agents.

DEFAULT. The occurrence of any of the following shall constitute a material default under this agreement:

- a. Client's 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. Photographer's failure to make available or deliver the Services in the time and manner provided for in this agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this agreement (including without limitation 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 15 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.

Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 2 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 14 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

Failure to Perform Services

In the event 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

Health & Safety

Client(s) further understand that Photographer complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the photo session Client(s) and Client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request the Photographer to do anything illegal or unsafe. Further, 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, Photographer reserves the right to end service coverage immediately and/or leave the photo session. Photographer shall be entitled to retain all monies paid and Client(s) agree to relieve and hold Photographer harmless as a result of incomplete event coverage, or for a lapse in the quality of the Photographer's work.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly, cooperative negotiations. If the matter is not resolved by negotiation, the parties will resolve the dispute using Alternative Dispute Resolution.

ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this agreement. This agreement supersedes any prior written or oral agreements between the parties.

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 so limited.

AMENDMENT. No amendment to or modification of this agreement is effective unless it is in writing and signed by each party.

GOVERNING LAW. This agreement shall be governed by the laws of Alberta.

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 other address as one party may have furnished to the other in writing.

WAIVER. No waiver by any Party of any of the provisions of this agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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.