



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is by and between the client as listed on the Agreement signature page (“Client”) and Radical Enterprises LLC (“Photographer”). Client and Photographer agree to the following terms and conditions governing the provision by Photographer to Client of photographs, video, and any related digital assets (“Assets”) for use by Client.

1. SCOPE OF WORK

- i. Photographer will meet at the location and time agreed with Client in writing prior to the shoot.
- ii. Photographer will shoot photographs and video as agreed with Client in writing prior to the shoot.
- iii. Photographer will shoot for the amount of time agreed in writing prior to the shoot. The agreed shoot duration is defined as the time between Photographer meeting Client and Client declaring the shoot finished to Photographer. Additional time beyond the originally agreed shoot duration may be billed to Client in 30-minute blocks at \$50 per block. Additional time may also incur extra fees to cover, such as studio rental and makeup artist overtime, which the Client is responsible for. Client is responsible for confirming when the shoot is completed.
- iv. Photographer will provide access for the Client to view all the unedited watermarked preview images from which Client will make their selections. These selections will undergo basic edits, which are exposure, crop, saturation, white balance, contrast, highlights, shadows, and straightening. 4 image selections are included in every photoshoot booking plus 6 image selections for each 30-minute block of time. For example a 60-minute shoot includes 16 image selections. The final edited image selections will be delivered to Client as high-resolution jpg files. Extra edited high-resolution image selections are available for an additional \$3 per image.
- v. Photographer will apply more advanced edits to 1 image selection for each 30-minute block of time if requested by Client. These advanced edits may include teeth whitening, eyes whitening, skin blemish improvements, minor object removal. Extra images with advanced edits are available for an additional cost of \$15 per image. If any images require significant work incurring cost above \$15 then Photographer will provide Client with an estimate for approval before proceeding.
- vi. Photographer may decline, or charge additionally for, work that Photographer reasonably deems to be beyond this Scope of Work.
- vii. All images will be delivered to Client digitally using the Photographer’s website, WeTransfer, Dropbox, email, or some other digital platform.
- viii. Preview images will be provided to Client by within 72 hours.

2. OWNERSHIP OF THE ASSETS

- i. Ownership of the copyright for Assets is retained by Photographer at all times throughout the world in perpetuity.
- ii. Photographer grants Client permission to use the Assets.
- iii. Photographer shall retain the right to use the work in connection with advertising or marketing of Photographer's services, such as in a portfolio, exhibit, website, social media, and may list Client in a client list or personal resume.
- iv. Photographer asserts both his moral right to be identified as the author of his work and the right to a credit is asserted in accordance with the law.

3. PAYMENT

- i. Client will pay Photographer the total fee of \$100 less any discount agreed in writing prior to the shoot, plus \$50 per 30-minute block of time, plus any monies for additional images with basic or advanced edits, hiring of other professionals and services, or work beyond the agreed scope, as outlined in Section 1, subsections (iii) (iv) (v) (vi).



- ii. Of Photographer fee, a 25% deposit is required prior to the shoot. The deposit is refundable up to 72 hours prior to the shoot less PayPal or similar vendor fees. The Photographer fee balance payment is due within 24 hours of Photographer delivering the preview files. If Client requires additional services such as studio rental, makeup artist, model, or digital artist then a non-refundable deposit covering the cost of each is due from Client before the service can be booked.
- iii. Payments can be made via cash, PayPal, or check (payable to Radical Enterprises LLC). PayPal will incur an additional 3% fee.
- iv. Client will only reimburse Photographer for reasonable expenses with prior approval. This may include travel, parking, accommodation, and meals.

4. CONFIDENTIAL INFORMATION

Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this Agreement and must not be disclosed to other parties without the discloser's written consent. This does not apply to information that is publicly available or that the recipient already properly knew, developed, or received independently. When the Agreement terminates, Photographer must return to Client any materials containing confidential information. Confidentiality obligations survive termination of this Agreement.

5. PRIVACY POLICY

Client agrees to Photographer privacy policy, which can be found on www.radicalsnaps.com and is also available upon request by email to richd@radicalenterprisesllc.com.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

Photographer is an independent contractor, not an employee or partner of Client. Photographer is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

7. LIMITATION OF LIABILITY

UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE AMOUNT OF PHOTOGRAPHER'S TOTAL FEES UNDER THIS AGREEMENT.

- i. **SESSION:** In the event Photographer is unable to perform the services stated in Agreement for any unforeseen reasons or circumstances beyond the control of Photographer, the session will be rescheduled as soon as possible. If it is not possible for the parties to reschedule to a later date, an attempt will be made to obtain the services of another professional photographer to fulfill the obligations of Photographer. If Photographer cannot provide another competent professional, all fees will be returned including any initial deposit.
- ii. **SAFETY:** Client has the right to refuse any pose or location. It is the responsibility of Client or guardian, associate(s), model(s), child of Client, to refuse to stand or be placed in any position or location where they feel uncomfortable or endangered. If Client or guardian, associate(s), model(s), child of Client, agree to stand or be placed in any position or location during the shoot session, they assume all risks associated with the position and location. Photographer will not be responsible for any personal injury, illness, and/or property damage that might result from Client or guardian, associate(s), model(s), child of Client participating in any work relating to this agreement.
- iii. **DIGITAL IMAGES AND VIDEO:** Entire liability for any theft, loss, injury or failure to deliver digital images and video, is limited to the return of any fees paid by Client under this contract. Once the images and/or video are delivered to Client, Photographer will not permanently archive the images or video. It is Client's responsibility to back-up and protect the images and video.
- iv. **IMAGE PRINTS:** Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration of any images



8. INDEMNIFICATION

The Client at all times shall indemnify, defend (with counsel acceptable to the Photographer) and hold harmless the Photographer, its parent, subsidiaries, and affiliates, and the employees, agents, successors, and assigns of each, from and against any and all claims, actions, damages, and losses, liabilities and expenses, including reasonable outside attorneys' fees, arising out of or caused by any breach of any of the representations, warranties, undertakings, or agreements made by the Client hereunder.

9. DEFAULT BY PHOTOGRAPHER

If, for any reason, the Photographer fails to complete or deliver the Photographs or any related materials within the time and the manner specified in this Agreement, the Client, at its election, may either:

- i. terminate this Agreement in its entirety, in which event the Client shall be released and discharged from any further obligations to the Photographer hereunder or otherwise, including, but not limited to, the obligation to make any payments to the Photographer; provided, however, such termination or cancellation shall not invalidate the rights granted by the Photographer to the Client hereunder; or
- ii. specify a new date by which the Photographer must complete and deliver the Photographs and related Assets to the Client.

10. TERMINATION

- i. If either party materially breaches this Agreement, the non-breaching party may terminate the Agreement only by providing written notice of the breach to the breaching party. The breaching party shall have 5 days to cure the breach after receiving such notice. If the breaching party fails to cure the breach in that time, the Agreement shall terminate except with respect to those obligations that are noted herein as surviving termination.
- ii. If the Agreement terminates for any reason other than a material uncured breach by Photographer, then Photographer is immediately entitled any unpaid fees prorated for the portion of the work completed at the time of termination
- iii. The above payment obligation, and any payment obligations pending at termination, survive termination.
- iv. Upon termination, any license, right, title Client has in the work is immediately revoked.

11. RELEASES, INSURANCE, PERMITS

Client is solely responsible for obtaining any model releases, location releases, insurance, and permits required for the shoot including commercial use of the photographs or video taken under this Agreement. Client will provide signed model releases to the Photographer for all guardian(s), associates(s), model(s), child(ren) of Client who appear in images or video, unless they were arranged by the Photographer on behalf of the Client.

12. MISCELLANEOUS

- i. This Agreement is between Client and Photographer, and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.
- ii. This is the parties' entire Agreement on this matter, superseding all previous negotiations or agreements. The only exception is for items referenced in this Agreement, specifically final agreements in writing between Photographer and Client regarding shoot date, shoot start time, shoot duration, shoot location, number of images, and Photographer fee. Agreement can only be changed by mutual written consent.
- iii. If any provision of this Agreement is declared invalid, then the remainder of the Agreement will remain in force and effect.
- iv. The laws of the state of California govern this Agreement and any disputes arising from it must be handled exclusively in courts in that state. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.
- v. Signing a copy of this Agreement, physical or electronic, will have the same effect as signing an original.



[SIGNATURES]

Each party is signing this Agreement on the date stated below that party's signature.

CLIENT

Company Name:	
Name (Signature):	
Name (Printed):	
Role at Company:	
Address:	
Email & Phone #:	
Date:	

PHOTOGRAPHER

Company Name:	Radical Enterprises LLC
Name (Signature):	
Name (Printed):	Richard Dewhirst
Role at Company:	CEO
Date:	