



BIZ + BRANDING PHOTOGRAPHY AGREEMENT

PHOTOGRAPHER INFORMATION

Hoppe Images LLC

9905 Destrehan Ave, Denham Springs, LA. 70706

sayhello@hoppeimages.com

225-395-8443

Effective date of payment submission, by and between Hoppe Images LLC, hereinafter referred to as “Photographer” and the recipient, hereinafter referred to as “Client”, agrees to comply with the terms of this photography service detailed below, hereinafter referred to as “Session.”

AGREEMENTS

The parties agree to the following:

I. RETAINER

a. **RESERVATION AND RETAINER:** This signed contract and booking retainer are required to reserve Photographer for Client's brand. The retainer is an amount equal to the total price listed in ADDENDUM III: FEES AND EXPENSES divided by the number of sessions included. If the Event is rescheduled, postponed, or cancelled by Client or if there is a breach of this agreement by the Client, the deposit is non-refundable at Photographer's discretion. This retainer is paid in up to two installments. The Client is also responsible for payment for any of the Photographer's materials and/or expenses incurred up to the time of cancellation.

b. **COMMUNICATION:** Client agrees that the primary form of communication to Photographer shall be via email. Client agrees to check the following email address: and that any communications by Photographer sends to that email address shall be considered as received by Client. Photographer cannot guarantee that communication by other methods from Client regarding changes to details of the Session will be received. Client further agrees to notify Photographer promptly if

the above email address must be replaced with a new email address.

c. EVENT LOCATION(S); SCHEDULE

Session locations and dates shall be agreed upon at least 3 days prior to each session. All sessions must be redeemed on or before the terms as written in Addendum II: PACKAGES have expired. Client acknowledges responsibility for contacting Photographer to redeem sessions prior to the expiration.

II. FEES AND EXPENSES

a. YOUR FEES: All fees and expenses owed by Client to Photographer for package selections and expenses related to Photographer's services shall be listed in ADDENDUM III: FEES AND EXPENSES. Photographer reserves the right to add new expenses and/or additional service and/or product selections to ADDENDUM II: PACKAGE SELECTIONS and ADDENDUM III: FEES AND EXPENSES.

b. RETAINER: The retainer is an amount equal to the total price listed in ADDENDUM III: FEES AND EXPENSES divided by the number of sessions included. This retainer is required to reserve the Photographer for your brand. The retainer will be applied to services and is non- refundable.

c. EXPENSES: Photographer's expenses include, but are not limited to facility usage fees as charged by the location of Client's choice and travel to any location aside from Photographer's acting studio space. All other travel shall be subject to an additional charge of the IRS standard rate at the time of the session, roundtrip. If applicable, the Client is also responsible for accommodations, travel, and equipment costs.

f. NON REFUNDABLE PAYMENTS: Payments made to Photographer shall not be refunded for any reason. Neither rescheduling nor canceling a session shall result in a refund. Client may not downgrade a prepayment plan purchase. Any upgrades or additional product purchases shall be subject to Section III.a, "PRODUCT SELECTIONS SHALL BE INCORPORATED INTO THIS AGREEMENT."

III. PREPAYMENT

a. ALL PAYMENTS MUST BE MADE 3 DAYS PRIOR TO SESSION DATE: All Payments including but not limited to retainer, expenses, package costs, and late fees shall be paid entirely 3 days prior to the last session.

b. PAYMENT SCHEDULE: Client is responsible for making payments according to the schedule listed in ADDENDUM IV: PAYMENT SCHEDULE If Client fails to pay as outlined here, the late fees described in Section III.c. of this agreement shall apply.

c. PENALTIES: A "late payment" is a payment not made to Photographer by midnight of the due date listed in ADDENDUM II. PREPAYMENT SCHEDULE. Late payments shall incur a \$100.00 penalty per day past the due date. A "missed payment" is a payment plus any applicable penalties which has not been paid for three days including the date it was originally due.

Two missed payments may, at Photographer's discretion, result in a cancelled order and/or session. In the event of cancellation for two missed payments, Photographer will not return any funds made by Client.

d. ADDITIONAL FEES AND EXPENSES SHALL BE INCORPORATED INTO THIS AGREEMENT: Client agrees that any and all fees for services and/or product selections made after the signing of this agreement shall be added to this agreement in "ADDENDUM III: FEES AND EXPENSES" and those selections shall be incorporated into this Photography Agreement as if they were made at the time of signing the agreement. Client further agrees that any expenses which Photographer reasonably incurs in relation to providing services to Client shall be added to this agreement in ADDENDUM III: FEES AND EXPENSES" and those selections shall be incorporated into this Photography Agreement as if they were made at the time of signing the agreement. Any and all monies owed to Photographer for product selections made after the signing of this agreement shall be subject to all of the terms of this agreement.

e. RESCHEDULING: No payments shall be refunded as a result of rescheduling any session. In the event of a reschedule to a date later than the current session date, payment due dates will not be altered. If rescheduling to a more immediate session date, payment due dates will be shifted to ensure full payment more than 72 hours from the new session date.

Reschedules are not permitted for mini-sessions and will not be refunded nor transferred without incurring a \$150 reschedule fee.

IV. QUALITY AND DELIVERY OF PHOTOGRAPHS AND/OR VIDEO FOOTAGE

a. PHOTOGRAPH QUALITY: Client agrees that Photographer cannot guarantee certain poses. Client agrees that Photographer shall not be liable for compromised or poor-quality images or for images that do not conform with Client's expectations which are the result of Client's lack of cooperation, Client's guests' interference, lighting, surgery, Client's clothing selection, or artificial enhancers including but not limited to tanning agents and botox.

b. RETOUCHING: Photographer will edit and retouch photos one time. Edits shall be entirely within Photographer's artistic discretion. Additional edits, fine art edits or extensive retouching will result in additional fees which Client and Photographer shall agree upon prior to any additional editing. Photographer will not make edits to alter the appearance of Client's body for the purpose of appearing thinner, more or less muscular, to enhance features, to remove birthmarks, to remove tattoos, to remove scarring, etc. Photographer will not release unedited or raw images to Client.

c. PHOTOGRAPHER'S DISCRETION IN RELEASING PHOTOGRAPHS: Photographer agrees to release all photographs and video that are consistent with the Hoppe Images brand to Client. Photographer will not release images or footage which are duplicates, blurry, or otherwise in poor condition.

d. DELIVERY OF PHOTOGRAPHS: Photographer will notify Client upon completion of edits within three weeks (21 days) of the session date. These images and videos will be available for download for 30 days. The link will no longer be active after the 30 day period. Videos are hosted by YouTube and will remain active at the discretion of YouTube.

e. DELIVERY OF ALL OTHER PHOTOGRAPHS: Photographer will notify Client upon receipt of session products from the

manufacturer for all printed photographs or products. This typically occurs within 14 days of the date of the session. The products will be available for pickup from Photographer for 14 days from notification to Client. Client will incur a service charge of \$15.00 for each day beyond that period until Client has picked up the products from Photographer. Client releases Photographer from any liability due to loss or damage of the products, and also releases Photographer from any obligation to maintain copies of any digital file, product, or photograph. Photographer will not ship products upon receiving them unless Client pays for shipping costs prior to shipping.

f. ARCHIVAL: Photographer archives all digital images 30 days after the session date. Any request to re-activate the download link after the 30 period will be subject to a \$175.00 retrieval fee. Photographer is not responsible for storing digital images or footage beyond 30 days of session.

V. DAY OF EVENT

a. COOPERATION: The photographer is not liable for missed images due to desires that the Client has not communicated to Photographer or interference from guests and/or other third parties. The Photographer is not liable for missed images due to failure of Client to cooperate or adhere to the previously agreed upon schedule in Section I. c. of this Agreement which is entitled "EVENT LOCATION(S); SCHEDULE."

b. SAFETY: The Photographer reserves the right, within her discretion, to terminate services and leave the location of the Event if the Photographer experiences inappropriate, threatening, hostile, or offensive behavior from the Client(s) or their guests or in the event that the safety of the Photographer is in question. Photographer reserves the right to immediately cancel this agreement and will not return any funds paid by Client. Photographer reserves the right, within her discretion, to refuse to take any photographs or videos that require access to any forbidden or dangerous sites.

c. VENUE, LOCATION, AND PERMITS: The Photographer is limited by the rules of the venue/location of the Session. The Client agrees to accept the technical results of those rules on the Photographer. The Client is responsible for negotiating with any location management or public officials for moderation of rules; Photographer will offer technical recommendations only. The Client is responsible for acquiring any and all permits and/or permissions for all locations on which Photographer will be performing services.

VI. CANCELLATION AND RESCHEDULING POLICY

a. CANCELLATION POLICY: Client understands that if the session is cancelled within 30 days of the session, then all monies paid to Photographer in relation to the session are forfeited.

b. RESCHEDULING POLICY: Session reschedules due to extenuating circumstances such as inclement weather, epidemic, illness, or other circumstances beyond the Photographer's control will not result in a refund of any monies paid to Photographer. Retainers are transferrable up to 3 months after original session date in the event of a reschedule.

Photographer will attempt to grant Client's reasonable request reschedule the session. Client is permitted one rescheduled session if more than 72 hours notice is given to Photographer; **reschedules are not permitted for mini-sessions and will not be refunded nor transferred without incurring a \$150 reschedule fee.** Client shall incur a \$175.00 rescheduling fee for any additional requests to reschedule a standard session. All reschedules must take place before session expiration date.

2. PHOTOGRAPHER RESERVES RIGHT TO DELAY SERVICES: The Photographer reserves the right to delay services due to extenuating circumstances including but not limited to inclement weather, pandemic, government shutdown, quarantine, equipment malfunction, illness, or other circumstances beyond Photographer's control and will not result in a refund of retainer.

VII. COPYRIGHT AND USE

a. COPYRIGHT: Any images produced by the Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicitly written permission. Any grant of reproduction rights is further conditioned on payment in full. If the Client has purchased any digital and/or print images from the Photographer, limited copyright ownership of those images will be transferred to Client.

b. CLIENT'S USAGE: Client shall not sell images or authorize any reproductions by parties other than Photographer. Client may not use images in any manner that results in financial gain including but not limited to stock photography, print sale, resale of any nature, or advertising measuring over 4 feet on any side. Use on social media by any account with over 5,000 followers must include a social tag to Hoppe Images. **Images for print or online publication (such as editorial, public relations or advertising use) by a new source require prior written consent from Photographer.**

c. PHOTOGRAPHER'S USAGE: Photographer has the right to use and publish images, photographs, and/or videos taken at the photography session to further promote Photographer's business including inclusion in portfolio, website, display, advertisement, and/or editorial use. These usages are subject only to the MODEL RELEASE in Section VII.f. of this agreement. Client agrees that no royalty, fee, or other compensation shall become payable as a result of such usage.

d. CREDIT: If Photographer consents to the publication of images in writing as stated above, in Section III(b) "CLIENT'S USAGE," Client must credit Photographer as follows: Hoppe Images shall accompany the Photographs, on the same page, when they are reproduced, except for the case of a cover photo, where the credit may appear on the table of contents page or a credits page, or in the case of multiple photos, where the credit may appear once at the beginning of the spread. Client will provide Photographer with a copy (print or electronic) of any publication, in its entirety, in which her Photographs appear. When featured online, a link back to "www.hoppeimages.com" is required. Client also agrees to instruct any vendors, publications, editors, etc. that the photographs and/or videos may not be altered in any way except by Client.

e. SECOND/ ASSISTING PHOTOGRAPHER: If Photographer has selected a second photographer for the Event, as required by the Event package or Photographer's discretion, none of the above rights and/or ownerships of photographs taken at the Event shall belong to that second photographer.

f. MODEL RELEASE: Photographer's business thrives on word of mouth and being able to share images or videos for

others to see as part of her portfolio. Rest assured that Photographer values Client's privacy and that bridal session photos will not be released publicly until after the wedding date. Client shall indicate in the blank below if no release is granted to the Photographer. If no level indication is chosen then Photographer is free to assume that Client grants a full release. Boudoir sessions are not included in the model release below; a separate release will be requested.

Full release: Client grants to Photographer and her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same.

If you would like to change your privacy selection from FULL RELEASE, please email sayhello@hoppeimages.com

VIII. LIABILITY

In the unlikely event that the Photographer is unable to perform to the guidelines of the contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Photographer, the Photographer will make every effort to reschedule. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the Photographer's control, including but not limited to camera, hard drive, or equipment malfunction, or error in processing, the Photographer's liability is limited to the return of all payments received for the session. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order. The Photographer is not liable for the loss of images or videos prior to the final delivery of all products included in the package. Photographer is not responsible for any injuries inflicted upon any participating parties under circumstances not limited to alcohol consumption, food allergies, or pet allergies. Client will be responsible for Client's guests and themselves and releases Photographer and contractors from any claims against their person or their business.

IX. GENERAL PROVISIONS

- a. **CHANGES TO THIS AGREEMENT:** There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer's service on the Event date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the Event proofs. If the period of Photographer's service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total fees outlined above.
- b. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between the Photographer

and Client relating to the subject matter herein and supersedes all prior discussions between Photographer and Client. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. A waiver or consent given by Photographer and Client on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect.

c. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. This agreement will be governed by the laws of the State of Louisiana without regard for conflicts of laws principles.

d. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon Client's heirs, executors, administrators and other legal representatives and will be for the benefit of Photographer, its successors, and its assigns.

ADDENDUM II: PACKAGE SELECTIONS

HEADSHOT: One digital image in color and black and white on the date of original choosing

MINI SESSION: 10 digital images in color and black and white on the date of original choosing.

ADDENDUM III: FEES AND EXPENSES

HEADSHOT: \$75 plus tax = \$82.46

MINI SESSION: \$250 plus tax = \$274.88

ADDENDUM IV: PAYMENT SCHEDULE (IF APPLICABLE)

HEADSHOT: \$82.26 In full at booking

MINI SESSION: \$82.26 due at booking, \$192.62 7 days prior to session

