



# Shots by Nox Session Contract

Shots by Nox also defined as the "Photographer" agrees to photograph those electronically signing this contract, also defined as the "Client" on dates, times, and durations approved in advance by Shots by Nox. This timeframe is to be referred to as the "Session". Shots by Nox will provide client with access to photos through website/USB Drive and in accordance with the remainder of this agreement.

This Agreement becomes effective upon the client electronically signing this agreement.

## DESCRIPTION OF SERVICES

Photographer will photograph Client or Client's requested subject(s), during the Session with the understanding of the Client's desired results. Photographers of Shots by Nox will make a good faith effort to achieve Client's desired results. However, Photographers of Shots by Nox will maintain ultimate discretion and control over the Session. Photographer will use the equipment that Photographer finds appropriate and will take the photographs that Photographer finds appropriate. Client's desired results are limited by the terms of this Agreement.

## NO GUARANTEED RESULTS

As stated in "Description of Services" of this Agreement, Photographer will make a good faith effort to achieve Client's desired results. However, photography is a subjective art form, and Client acknowledges that Photographer cannot and will not guarantee any particular results, including Client's desired results.

## PRICE

The service fee for this session is predetermined and outlined based on amount of time booked pending any additional costs. Client agrees that in the event of changing the amount of time to less than original time booked after signing will not yield in a smaller service fee due to services already rendered.

## DEPOSIT (Retainer)

A required retainer of 50% of the service fee is due upon signing of this agreement or at another time as agreed by the parties. The service fee, when due, will be reduced by the amount paid beforehand. No photography will take place and no rights are granted until the retainer is paid in full. Photographer will not reserve the session date and time until paid the retainer in full.

## ADDITIONAL COSTS

Any purchased items including photo/film permits on behalf of Client for day of event or prior will be invoiced to Client at cost of goods and mileage at \$.52 per mile if extensive travel (beyond 30 miles) is required to be acquired. Shots by Nox agrees to make a good faith effort to notify the Client of any additional costs prior to invoicing.

## DESTINATIONS

For all events deemed as destination (taking place beyond 125 miles from studio), additional fees are applicable, such as round-trip airfare, hotel stay for 4-5 days & 3-4 nights pending complexity, and car rentals from airport and back during the stay. All travel can be arranged by clients per specifications of Photographer or arranged by Photographer with agreement of payment invoiced. Destinations beyond 30 miles of studio, but less than 125 miles will incur an expense of \$.52 per mile unless other arrangements have been made for by Photographer.

## OVERTIME

Additional unplanned and/or un-contracted services (such as, but not limited to, full redo of design, extension of time, services outside of scope of agreement, management of day activities, etc) are considered overtime and will be billed with prior notification to the Client at a rate of 2x per hour of the original agreement.

## PAYMENT

Once services are rendered, Client must pay the service fee and additional costs within 72 hours of notification of rendered services. If fees are not timely paid, Photographer may withhold Client's access to the photographic materials from the session. Also, a late payment fee of \$100/day may apply at the discretion of the Photographer.

## NO REFUNDS

Upon client electronically signing this Agreement, and upon Client furnishing Photographer with the agreed-to retainer, Photographer will reserve the session time and will not make another reservation for the specified time frame. For this reason, all retainers are non-refundable if the Session is cancelled or changed for any reason. Fees, once paid, are non-refundable as well.

### **CANCELLATION POLICY**

If Session is canceled, no portion of retainer or fees paid to Shots by Nox will be returned. If Session is canceled less than 7 days before date established in this agreement, 2nd payment will be required to compensate for hours of service already rendered and loss of event date. If Session has been scheduled within 7 days of this agreement and a cancellation has been made; the client will not be responsible for paying the remainder of the service fee. In the event of a cancellation of a booking made within 7 days, no refund of retainer and any other fees paid to Photographer shall be given. If the session is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).

### **POSTPONEMENT POLICY**

If Session is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If client requires services to resume, post new Session date being established, full payment of service fee will be required at time-of-service re-start. Additional costs will be invoiced and required upon delivery. The Photographer reserves the right to invoice the Client a rescheduling fee of up to \$250 in the event of a rescheduled Session. If the Photographer is unable to comply with new Session dates, the Photographer is not required to issue any refund of retainer or fees for services already rendered.

### **IN THE EVENT PHOTOGRAPHER CANNOT PERFORM**

In the event of Photographer's foreseeable illness, conflict or inability to perform, Client agrees that Photographer may assign and delegate performance and obligations of this Agreement to another professional photographer at Photographer's discretion. If Photographer cannot perform, or the Session does not take place, Photographer is not required to service a later Session. At the Photographer's discretion, a new Session can be scheduled.

### **EXCLUSIVITY**

It is understood and agreed that no other professional photographer/photography company will be allowed to photograph or take pictures during the Session while Photographer is working, unless otherwise agreed by the Parties in writing. This restriction applies to Client and any associates of Client and includes cell-phone cameras, computer cameras, and their equivalents.

### **LIMITS OF LIABILITY**

If Photographer cannot perform this Agreement in whole or in part due to circumstances outside of the Parties' control, such as sudden injury, illness, lost equipment, or acts of God, then Photographer will not be required to refund all retainers and fees to the Client(s). Photographer will not be liable for any other injuries, if photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged, rendering the photographic material unusable, without fault on the part of Photographer. In no event, regardless the circumstances, shall Photographer be liable for consequential, emotional, third-party, punitive or any other damages, including attorney's fees, resulting from Photographer's services or lack thereof.

### **PHOTOGRAPHER'S STYLE & DISCRETION**

Client understands and agrees that Client is hiring Photographer to perform services in Photographer's own discretion and style. Client has no authority to control the manner in which Photographer takes photos. Client has no right to rescind this Agreement in any way if Client is not satisfied with Photographer's service.

### **ARCHIVING PHOTOGRAPHS**

Shots by Nox will archive digital files of all photos taken for Client for up to 7 days after rendering. Shots by Nox does not guarantee back-up photographs, prints or data after this time.

### **RESTRICTIONS ON USE OF PHOTOGRAPHY**

All photos and images taken by Shots by Nox and/or his/her assistant remain the sole, copyrighted, intellectual property of Shots by Nox. Shots by Nox may reproduce, use and distribute the photos and images for any personal, business, marketing or studio purpose. Client expressly agrees to release to Shots by Nox any personal or proprietary interest in the photographic materials that result from the session and agrees that Shots by Nox may showcase, sell, or otherwise distribute photographic materials from the session, including those depicting Client.

### **INTELLECTUAL PROPERTY RIGHTS & RELEASE**

All photos and images taken by Shots by Nox and/or his/her assistant remain the sole, copyrighted, intellectual property of Shots by Nox, even after full payment by Client and distribution to Client. Shots by Nox may reproduce, use and distribute the photos and images for any personal, business, marketing or studio purpose. Client expressly agrees to release to Shots by Nox any personal or proprietary interest in the photographic materials that result from the session, and agrees that Shots by Nox may showcase, sell, or otherwise distribute photographic materials from the session, including those depicting Client.

### **CLIENT PRINT RELEASE**

Photographer hereby grants permission to client and his/her/their/its Photo Laboratory of choice to make reproductions of the Work from the Photography Session/s described above in any size or quantity for personal use only. Client understands and acknowledges that Photographer is the copyright owner and that any unauthorized use and/or sale of the above-described work causes damage to Photographer and the Client may be held liable for such damages. Upon request, the Client can request to use reproductions for other uses beyond personal use. Unless agreed upon in writing by both parties, the agreement listed above is for personal use of reproductions only and may not be used for financial gain.

**APPROPRIATE CONDUCT/ SAFE WORKING ENVIRONMENT**

The Client(s) expressly agree(s) to take best efforts to provide Shots by Nox and Shots by Nox'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 Shots by Nox's staff, Shots by Nox 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, Shots by Nox 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 Shots by Nox harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the Shot by Nox's work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether Shots by Nox resumes work detailed in this Agreement.

**ELECTRONIC SIGNATURES**

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**Shots by Nox LLC.**  
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