

# PATTY PEPPE PHOTOGRAPHY GENERAL TERMS



## 1. Scope of Work:

This agreement is for services and products related to a photography shoot (hereafter "shoot" or

**This agreement is between PATTY PEPPE CREATIVE STUDIO and CLIENTS.**

"the shoot") to take place at the following time and place agreed between CLIENT and PATTY PEPPE.

PATTY PEPPE will provide no fewer than agreed amount of photos for CLIENT to view after the shoot by Wetransfer in maximal fifteen days (15), and is not required to provide more than this number of images agreed. PATTY PEPPE will perform basic post-processing or digital image editing services on these photos where artistically necessary.

## 2. Payment & Fees:

**Photoshoot with a value up to € 300:**

The balance of the payment for photography services must be paid in full no later than 30 days after the SHOOT. CLIENT will receive an invoice after he receives the SHOOT images by Wetransfer link.

**Photoshoot with a value greater than or equal to € 300:**

In consideration for the photography services provided by PATTY PEPPE, CLIENT agrees to pay the sum of. CLIENT agrees to pay the photographer a non-refundable initial payment totalling 50% (fifty-percent) of the total price of the photography services upon signing this contract for photoshoots cost. The initial payment reserves the photographer's time and is not a retainer or deposit. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other



**Patty Peppe Creative Studio**

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Enschede - The Netherlands

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potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

### 3. Work Product

3.1 PATTY PEPPE will deliver proofs of photos to CLIENT no more than fifteen days (15 days) after the date of the SHOOT by Wettransfer in high definition (3.5 MB - JPEG file).

3.2 All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order.

3.3 If photos are included in the price for photography services, the following will constitute the entirety of photos to be delivered to client and licensed for personal use only.

3.4 Printing Albums: PATTY PEPPE charges extras for printing photography album's. CLIENT understands and agrees that prints take longer for delivery. PATTY PEPPE must deliver printend photos in max. 30 days after the CLIENT has made a final order.

3.5 Material rental: If the client requires studio lights or background for photos, this amount will be charged separately PATTY PEPPE. In the case of cancellations exceeding 48 hours, the rent has be charged. Cancellation within 48 hours no extra charges for rented materials for the CLIENT.

### 4. Indemnification:

4.1 -PATTY PEPPE and CLIENT agree that PATTY PEPPE is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.



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**4.2 - If PATTY PEPPE is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PATTY PEPPE will return in full all payments made by CLIENT to PATTY PEPPE in relation to this SHOOT. Cancellations for both parties must be made within 48 hours.**

**4.3 - CLIENT agrees to indemnify and hold harmless PATTY PEPPE for any liability, damage, or loss related to technological failure, including data loss.**

**4.4 - CLIENT understands and agrees that PATTY PEPPE is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to CLIENT.**

**4.5 – CLIENT agrees to hold PATTY PEPPE harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.**

**4.6 – PATTY PEPPE will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.**

### **5. Duty of Client**

**CLIENT will obtain all permissions necessary for PATTY PEPPE to photograph at the SHOOT. PATTY PEPPE has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer.**

### **6. Exclusive Photographer**

**CLIENT agrees and understands that no other party other than PATTY PEPPE may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT**



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agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations.

## 7. Model Release

CLIENT grants permission to PATTY PEPPE and its assigns, licensees, and sublicensees, permission to release minimal of 5 photos from the SHOOT and client's image or likeness in any and all forms of media for commercial purposes, personal use, Patty Peppe website or other advertising.

Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising. PHOTOGRAPHER will not sell photos containing CLIENT'S likeness to third parties.

## 9. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

Please with you agree, send a confirmation by email to [info@pattypeppe.com](mailto:info@pattypeppe.com).

Thank you,

*Patty Peppe*

Patrícia Campos Filippe



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