

Please review, sign and email copy of signed page to moyamendez.alicia@gmail.com

Food Photography Session Contract

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between Alicia Moya-Méndez, hereinafter referred to as “the COMPANY” and _____, hereinafter referred to as “The CLIENT” relating to the event(s) detailed below, hereinafter referred to as “The EVENT(S).

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the SESSION. If the SESSION(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to The COMPANY. Notification of any changes in schedule or location must be made by

24 hours of the session's start time and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

EVENT SCHEDULE: The CLIENT agrees to confirm the schedule one-week prior to the SESSION. Notification of any changes in schedule or location must be made by 24 hours of the session's start time and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

FOOD SCHEDULE / COSTS: Dishes must be ready at the start time of the SESSION. Any cooking/preparation time must be done before the session starts. Exceptions are made for dishes that must be kept at a certain temperature to remain aesthetically pleasing. Ex: Soups or ice creams. All costs and expenses related to the food dishes created for the session are that of the CLIENT.

FOOD SAFETY: Food will be handled by COMPANY during the SESSION and arranged in the best ways to ensure quality photos are produced. It is **strictly prohibited** to allow these dishes to be fed to customers of the establishment in any form during or after the SESSION. Examples include but are not limited to serving the SESSION dishes, making samples from SESSION dishes, or offering free giveaways of SESSION dishes. Observation of food dishes from the SESSION being served to customers of the establishment will result in the following: (1) immediate suspension of the SESSION(S), (2) the session(s) fee refunded minus the deposit, and lastly (3) a report made to the local health department will be strongly considered.

SAFETY: The COMPANY reserves the right to terminate coverage and leave the location of the SESSION(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile, offensive behavior or sexual harassment from person(s) at the SESSION(S); or in the event that the safety of the photographer from the COMPANY is in question.

SHOOTING TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. There is a ten minute grace period for dish preparation. If the CLIENT and CLIENT dishes are not ready at the appointed time and the grace period has passed, shooting will commence after the grace period regardless and end at the scheduled end time. All additional time desired by the CLIENT beyond the scheduled end time will be billed to the CLIENT.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel expenses are based on the distance between the SESSION location(s) and the COMPANY address. For all SESSIONS(S), the first 50 miles roundtrip of travel are included. All miles in excess of 50 miles roundtrip are charged at \$0.54 per mile.

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not

limited to obtrusive customers/guests, lateness of the CLIENT or dishes, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of dishes, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the SESSION(S). The COMPANY will not be held accountable for failure to deliver images of any specific individuals or any specific objects at the SESSION(S).

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

FILM and COPYRIGHTS: The photographs produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. A set number of images are included in session price with limited copyright ownership of the resulting images being transferred to the CLIENT. The COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as

textual credit is explicitly given to the COMPANY. Images can be altered for advertising purposes of the business. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs. If the CLIENT has purchased an “Image Package” from the COMPANY, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an “Image Package” from the COMPANY, the COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT (including crew, location, food) or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claims to profits that may arise from use of images. The CLIENT hereby irrevocably grants to COMPANY, and those acting with its authority, the unrestricted, absolute, perpetual, worldwide right and license to create and use photographs of Restaurant’s food, beverages and menu items (collectively, the “Content”), without further compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify,

create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media whatsoever.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). 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. The COMPANY is not liable for the loss of images beyond the lesser The CLIENT agrees to release and hold harmless the COMPANY, and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and its parent companies and such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to,

personal injury, death, or damage to or loss of property, arising out of my participation in COMPANY's restaurant photo shoot. of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

PAYMENT SCHEDULE: The aforementioned 50% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$35 non-sufficient funds fee.

PRICING: Services or merchandise not included in the package initially purchased by the CLIENT will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers and gift certificates have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY.

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I (CLIENT) hereby represent and warrant that I (CLIENT) have and will continue to have all rights and licenses necessary to grant to COMPANY the full and unrestricted enjoyment of the rights and licenses granted in this Release. I further acknowledge and agree that no third party shall be obligated to exercise any of the rights or licenses granted under the Release.

I (CLIENT) have been given a full opportunity to review and analyze this Release and I (CLIENT) fully and completely understand all of the terms and sign it voluntarily, freely, and knowingly. I (CLIENT) acknowledge and agree that this is a complete release and discharge of all claims and rights of the Participant against the Released Parties, and that no action will be taken by or on behalf of the Participant with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me (CLIENT).

I (CLIENT) acknowledge and agree that this Release will be governed and construed under the laws of Oregon, without application of its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be submitted to final and binding arbitration, to be held in Portland, Oregon, before a single arbitrator, in accordance with Oregon Code of Civil Procedure. Nothing in this paragraph shall affect COMPANY's ability to seek from a court injunctive or equitable relief at any time.

I (CLIENT) hereby represent and warrant that all statements made by me in this Release are true, accurate, and complete, and I (CLIENT) hereby indemnify the Released Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Release.

I (CLIENT) understand that this Release is intended to be as broad and inclusive as permitted by law, and I (CLIENT) agree that if any portion of this Release is invalid, the remainder will continue in full force and effect.

Client's Full Name (Print) _____

Client's Signature _____

Relationship to Restaurant/Business _____

Name of Restaurant/Business _____

Date _____