

Client Service Agreement

Between

SAVAS

&

(The Client)

Name _____

Subject's Names _____

Date of session _____

Address _____

City/State/Zip _____

Home phone _____

Mobile Phone _____

Email _____

Session Fee: R 600.00 per hour per Photographer

Amount of time you wish to reserve: _____ hours or _____ images.

Service agreement and liability

This confirms our contracting Agreement:

We agree that SAVAS shall provide services to photograph you to the best of our abilities in accordance with the session selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretations by the photographer will be deemed acceptable and correct. If you are not satisfied with your images through fault of SAVAS you may either schedule a new photo session at no cost to you, or receive a full refund of your session fee. Notification of dissatisfaction must be received in writing within one week of receipt of images or upon receipt of product(s) in order to receive a refund or re-shoot.

We will do all that we can to ensure that you are satisfied with your images and products. We cannot be responsible for dissatisfaction due to circumstances beyond our control. In the event that photographic materials are damaged or lost through camera or computer malfunction the photographer liability will be limited to retake of the session whenever possible or a refund of the cost of session fee if images cannot be retaken. If the session fee must be refunded, SAVAS will have no further obligation to the client and the client need to return all images supplied by SAVAS.

Retainer, payment and pricing

The client shall submit a R 600.00 booking retainer with this signed contract, to reserve the date and services of their portrait session. The retainer will be applied to the session fee.

Copyright and reproduction

The client agrees that all copyright and/or intellectual property rights for all photographs taken at that session shall be held exclusively by SAVAS. It is a violation of International copyright law to allow photographs created by SAVAS to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without our written permission via copyright release form.

The client may use the supplied digital images without any adjustments or alterations in a personal capacity or on social media for non-commercial use.

Model Release

The client grants that SAVAS may use any images taken at the session for the promotion of its business and services, including but not limited to: website, blog, Facebook, promotional material, competitions, stock photography.

Location portrait session details and terms

The session being scheduled and agreed upon shall include:

- Unlimited outfit changes
- An on line album including all of the fully edited images deemed to be of the highest print quality by the photographer.
- A Compact Disk of all fully edited images between 300kb - 1000kb quality by the photographer.
- The Photographer supplying the client with the highest possible quality images selected for print after final payment is completed.
- A copyright release form allowing the client to have prints made wherever they choose.

Images will be completed within _____ weeks of your session date. Your images will then be placed Online/CD for you to view.

SAVAS reserves the right to refuse a requested location for any reason.

The client agrees and understands that the type of work we will produce will be of similar style and caliber to the images shown on our website. The client understands that we will explain how our style of shooting works and what our goals are for the session.

The client will brief SAVAS with the purpose and expected results of the planned shoot in detail.

The client agrees to allow SAVAS complete creative control over the locations of the session as well as any poses or lack thereof executed at the session.

Client agrees to relay the details of this contract to any and all subjects involved in the session.

Prints, and retouching

There is no additional charge for retouching. Retouching means correcting various elements in an image such as:

Distracting elements and minor physical flaws (teeth whitening, eyes whitening, clearing of skin, major stray hairs, etc.)

SAVAS is granted total artistic control over the final image and the client understands that these are the steps we will take when referring to retouching.

Prints can be ordered from your album but are not required as part of this contract.

Your album will be available within _____ weeks after your photo session.

RECITALS

A. WHEREAS, Client desires to obtain certain photography services from the Photographer;

B. AND WHEREAS Client agrees to engage the Photographer as an independent contractor to perform such Services and the Photographer hereby agrees to provide such services to the Client

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Governing Law

This Agreement is to be construed in accordance with and governed by the internal laws of the South African Law.

Services

The Photographer shall perform such services, in such locations and on such dates, as described on the Exhibit A attached hereto and made a part hereof (herein referred to as Services).

Non-Exclusivity

Photographer shall provide the Services hereunder, on a non-exclusive basis.

Standard of Performance

Photographer hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

Independent Contractor

Photographer shall provide the Services as an independent contractor and Photographer shall not act as an employee, agent or broker of the Client. As an independent contractor, Photographer will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Photographer understands that Client will not withhold any amounts for payment of any taxes from Photographer's compensation.

Expenses

The Client agrees to reimburse any pre-approved out of pocket expenses incurred by the Photographer in connection with the Services, including, but not limited to, travel expenses, audit fees, tax fees, payroll service fees, etc.

Confidentiality

Photographer in the course of performing the Services hereunder, may gain access to certain confidential or proprietary

information of the Client. Such 'Confidential Information' shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by Photographer hereunder and any other proprietary and trade secret information of Client whether in oral, graphic, written, electronic or machine-readable form. The Photographer agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of client, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

Dispute Resolution

All disputes under this Agreement shall be settled by arbitration in _____ before a single arbitrator pursuant to the commercial law rules of the South African Law. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

Limitation on Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO PHOTOGRAPHER DURING THE _____ MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CLIENT.

Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sub-licensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or wilful misconduct of a party's employees or agents;

Entire Agreement; Amendment:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Captions

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

The undersigned have read and agreed to all terms on all pages to this agreement:

Client _____

Date _____