



BLUE BRUIN PHOTOGRAPHY

17503 La Cantera Pkwy
Ste 104 #200
San Antonio, TX 78257

210.365.6499

chris@bluebruinphotography.com

bluebruinphotography.com

1. **Definitions and Terms:** This Agreement is by and between Blue Bruin Photography (Licensor) and Client, its heirs, successors and representatives. Licensor is an independent contractor. "Image" refers to the visual, in any form, including as digital information, supplied by Licensor to Client. "Service" refers to the photography, related digital or other post- production services Client is commissioning Licensor to perform. "Written consent" includes email correspondence if receipt of the email correspondence is confirmed. All paragraph captions in the Agreement are for reference only.
2. **Payment:** Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances. The rights licensed, fees, charges and advances set forth in the Agreement apply only to the original specification of the job description. Additional fees and charges shall be paid by Client for any subsequent changes, additions or variations requested by Client. All advance payments are due in full prior to scheduling.
3. **Postponements and Cancellations:** If Client cancels any photography "shoot date" or other service, in whole or in part, without first consulting Licensor, Client shall pay Licensor 100% of Licensor's quoted fees. If Client postpones Client shall pay 50% of Licensor's quoted fees. If photography is postponed due to weather the Client and Licensor will agree to reschedule photography for a sunny day in a reasonable amount of time according to schedules. Client shall in any event pay all expenses and charges incurred in connection with any postponed or cancelled shoot date or other service.
4. **Client Approval:** Client is responsible for having its authorized representative present during all "shooting" and other appropriate phases of the Service(s) to approve Licensor's interpretation of the Services(s). If no representative is present, Licensor's interpretation shall be deemed as "accepted." Client shall be bound by all approvals and job changes made by Client's representatives.
5. **Rights:** Licensor is the sole creator and sole copyright owner of the image(s). Except for rights specifically licensed or transferred elsewhere in this Agreement, Licensor reserves all rights in the Image(s) without limitation, and including digital or electronic publishing and use rights in any and all media now existing and yet unknown throughout the world.
6. **Licenses:** Unless otherwise stated in this Agreement, all licenses are non-exclusive and limited to English language use in the United States of America only. The license lasts for one year from the date of Licensor's invoice. The licensed rights are not transferred until and unless a) Client accepts all terms contained in this agreement, and b) Licensor receives full payment for images and services rendered. The Licensor may use the images in print, presentations, websites, and even on social media sites. However, Licensor may not distribute the digital image by posting it online or in any other way that would let other people use the asset without licensing it themselves.
7. **Release:** Licensor does not warrant that he or she has secured any underlying or third party rights in the image unless Licensor submits a separate release signed by a third party model, property owner, trademark owner or

any other owner of any underlying right. If no such release is submitted, no release exists for any underlying rights in any image nor are any such rights secured.

8. Reshoots: Unless otherwise specifically negotiated, Client shall pay 100% of Licensor's fees, charges and expenses if Client requests that an image be reshot or a service redone unless such a request is the result of an image being lost or rendered unusable prior to delivery, because of a technical error such as defective materials or damage, or equipment or processing malfunction. In the event of such technical error Licensor will reshoot the image or redo the service at no additional fee, if Client advances and pays all charges, and has paid in full all fees and charges for the original image or service.
9. Assignment: Client shall not assign any of its rights or obligations under this agreement without the written consent of the Licensor. Licensor will not consent to such transfer or assignment unless the assignee or transferee agrees in writing to be bound by all terms of this Agreement.
10. Limitation of liability: Client shall indemnify, defend and hold harmless Licensor and Licensor's representatives from any and all claims, liabilities, damages and expenses of any nature, including attorney's fees, investigation costs and court costs arising from or relating to Client's direct or indirect use of the image, or in connection with Licensor's reliance on any representations, instructions, information or materials provided or approved by Client. Licensor shall not be liable for general, consequential, incidental or special damages arising from this agreement, the service rendered, the images or any acts of omission by Licensor regardless of the circumstances of such omissions.
11. Force Majeure. Licensor shall not be in default of this agreement if a delay or failure to perform results from an occurrence beyond his or her reasonable control and without his or her fault or gross negligence.
12. Default: Any action to enforce any term of this agreement or any matter arising out of this agreement shall be brought in the state of Licensor's principal place of business. If Licensor prevails in any action brought to enforce the terms of this Agreement, Licensor will be entitled to recover actual attorney's fees, court costs and all other non-reimbursable litigation expenses, such as expert witness fees and investigation costs.
13. Modification, governing law and miscellaneous: This Agreement constitutes the entire understanding and agreement between Licensor and Client regarding the image or service commissioned by Client. This agreement supersedes any and all prior written or verbal representations and agreements between Client and Licensor. No waiver or modification may be made to this Agreement unless in writing and signed by both Client and Licensor. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the state of Texas, Licensor's principal place of business, excluding the conflict of laws rules of Texas.