

MANUEL HERNÁNDEZ

PHOTOGRAPHY

CLIENT SERVICE AGREEMENT

Entered into on #Date.

Event is on Aug 12, 2023 at Vizcaya Museum & Gardens, 3251 S Miami Ave, Miami, FL 33129, USA.

PARTIES:

Known as “Vendor”

Manuel Hernandez

mh@manuelhphoto.com

(786) 259-2022

Known as “Client”

#Client

Collectively, all of the above people or businesses entering this Agreement will be referred to as the “Parties”.

PURPOSE OF THE AGREEMENT:

Client wishes to hire Vendor to provide services relating to Client’s Wedding as detailed in this Agreement. Vendor has agreed to provide such services according to the terms of this Agreement.

TERMS:

Services:

Vendor shall provide Client with the following services and/or products (“Services”):

Location and Delivery of Services

Location. Vendor shall deliver Services to Client at the following location(s):

#Location

Delivery of Services. Vendor will provide all Services by Aug 12, 2023 unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that Client expects to attend Client's wedding or other event, Client agrees to notify Vendor with an accurate guest count.

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is \$XXX due in full by Date, 2023. Client shall pay the Total

Cost to Vendor as follows:

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Vendor for committing to provide the Services and turning down other potential projects/clients.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired Vendor exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by Vendor in accordance with this Agreement, Vendor owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Vendor and may be used in the reasonable course of Vendor's business.

Permitted Uses of Product(s). Vendor grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Vendor with attribution each time Client uses Vendor's property. Personal use includes, but is not limited to, use within the following contexts:

1. In photos on Client's personal social media pages or profiles; or
2. In personal creations, such as a scrapbook or personal gift; or
3. In personal communications, such as a family newsletter or email or holiday card.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Vendor's work and has a reasonable expectation that Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Vendor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and Vendor will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and wedding is different, with different tastes, budgets, and needs;
2. Photography services are often a subjective art and Vendor has a unique vision, with an ever-evolving style and technique;
3. Vendor will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Vendor will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Vendor shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Retouching. All the images shall be fully edited this includes color correction, white balance, and other minor adjustments where Manuel Hernandez sees fit. Certain images will be turned black and white. for further adjustments that require extra time not allowed, extra payment may be required. Image use may not be sold or published without written consent of Manuel Hernandez PHOTOGRAPHY. Web use of images may be used on personal websites as long as copyright notice appears near the images stating that they were taken by Manuel Hernandez PHOTOGRAPHY. as well as a web link to:
www.manuelhphoto.com.com

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Vendor.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Vendor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Vendor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Vendor provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Vendor to render Services due to the fault of the Client or parties related to Client, such as failure of the to occur or failure of one or more essential parties to the to show up in a timely manner, Client shall provide notice to Vendor as soon as possible via the Notice provisions detailed in this

Agreement. Vendor has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Vendor to provide the Services due to the fault of Client (or parties related to Client), and Vendor will not be obligated to refund any monies Client has previously paid towards the

Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the Wedding, or should it become impossible for Vendor to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing.

For instance, if Vendor is able to secure another, unrelated client for Aug 12, 2023, then Vendor may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Vendor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

General Provisions

Governing Law. The laws of govern all matters arising out of or relating to this agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

- a. Email

ii. Vendor's Email: mh@manuelhphoto.com

iii. Client Email: #email

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Wedding and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

Food. If Photo coverage is greater than 5 hours, Client will provide a vendor's meal to the Photography team when guests are served. (2 Meals)

Overtime. Overtime will be billed in ½ hour increments at the current rate of \$150.00 per half hour during the event for each photographer. Until such time as the client has departed, informs Studio to discontinue, or prearranged to end coverage.

Parking Fees. Parking fees (valet or self parking), for each photographer car will be charged to the Client.