



# Trochilidae Studios

*"Life is about moments. Don't wait for them. Create them. Capture them."*

## **THE TROCHILIDAE CO. - TROCHILIDAE STUDIOS - Photography Service Contract**

This contract is between Trochilidae Studios and \_\_\_\_\_ ("The Client").

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

### **SERVICE**

#### 1. Service Description

Trochilidae Studios agrees to provide photography services ("Services") as described below:

- Services vary by session type. For more specific details about your session, please refer to your session type.

### **PAYMENT & DEFAULTS**

#### 2. Payment Terms

- The total price varies between session types; refer to your session details for full disclosure.
- Deposits are always required and non-refundable.
- The remaining balance is due and must be paid before services commence on the day of your session.

#### 3. Default

The occurrence of any of the following shall constitute a material default under this contract.

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provided for in this Contract.

#### 4. Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

#### 5. Force Majeure

If the performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, or other similar acts, occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.



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### **BOOKING & CANCELATION POLICIES**

#### 6. Booking Policy

- Please book your session at least 48 hours in advance.
- The deposit is non-refundable.

#### 7. Cancellation Policy

- Cancellations are allowed at any time, but the deposit is non-refundable.

#### 8. Rescheduling Policy

- Sessions may be rescheduled with at least 24 hours notice without losing the deposit.
- Rescheduling is subject to the Photographer's availability and may incur additional fees.

### **IMAGES**

#### 9. Image Delivery

- The Photographer will provide a private online viewing/printing gallery within 6 weeks of the event.
- The Client will receive high-resolution images.
- If it applies, the personalized photobook will be delivered within 8 weeks of image selection by the Client.
- A complete USB of all images from the event day can be purchased for an additional fee.

### **WARRANTY**

10. Trochilidae Studios shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services that meet generally acceptable industry standards. It will provide a standard of care equal to or superior to that used by service providers similar to Trochilidae Studios on similar projects.

### **COURTESY**

#### 11. Photographer's Obligations

- The Photographer agrees to provide the Services professionally.
- The Photographer will use high-quality equipment and techniques to capture the event.

#### 12. Client's Obligations

- The Client agrees to cooperate with the Photographer and provide necessary information to facilitate the Services.
- The Client agrees to be punctual and ensure that key individuals are available as required for the photography.
- The photography schedule and selected methodology are designed to accomplish your goals and wishes. "The Client" and Trochilidae Studios agree that positive cooperation and punctuality are, therefore, essential.



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### **DISPUTES & SEVERABILITY**

#### 13. Dispute Resolution

- The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
- Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation per any statutory rules of mediation. If mediation does not resolve the entire dispute, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and any court with proper jurisdiction may enter judgment upon it.

#### 14. Severability

- If any provision of this Contract shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **INDEMNIFICATION AND LIABILITY**

#### 15. Limitation of Liability

- The Photographer's liability for any claim arising under this Contract shall not exceed the total amount paid by the Client.
- The Photographer is not liable for any events beyond their control, including but not limited to weather conditions, illness, or accidents.
- You, "The Client," agree to indemnify and hold harmless Trochilidae Studios from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against Trochilidae Studios that result from acts or omissions of the Client, its members, if any, and its agents.

#### 16. Copyright and Reproduction

- All images and materials produced by the Photographer are protected by copyright.
- The Photographer retains the right to use the images for portfolio, advertising, or promotional purposes unless the Client disagrees in writing.

#### 17. Governing Law

- This Contract shall be governed by and construed per the laws of Texas.

#### 18. Entire Agreement

- This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

#### 19. Amendments

- Any amendments or modifications to this Contract must be in writing and signed by both parties.



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### OTHER

#### 20. Notice

- Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address outlined in the opening paragraph or to such other address as one party may have furnished to the other in writing.

#### 21. Waiver of Contractual Right

- The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

#### 22. Assignment

- Neither party may assign or transfer this Contract without the prior written

### SIGNATORIES

CLIENT: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

THE TROCHILIDAE CO.  
Photographer: Adriana Perez

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

