

Scope of this Agreement. This Agreement applies to any image, graphics, digital assets, or digital images created or taken by RNativePhotos© and delivered to the Client (collective IMAGES). This Agreement governs the relationship between both parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to in writing.

Reserved Rights: All Images and rights relating to them, including copyright and ownership rights in its proper format as to how the Images are stored, produced, or used remain the sole and exclusive property of RNativePhotos©. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Images only for the agreed upon terms as set forth in this document and session contract that is signed by both parties. This agreement extends to the electronic or printed uses of RNativePhotos© photography. Images used for any purpose not directly related to these terms must be with the express permission of RNativePhotos© and may include the payment of additional fees, unless otherwise agreed to in writing. Images may contain copyright management information (CMI) at the discretion of RNativePhotos© in the form of either 1) a copyright notice © and/or 2) other copyright and ownership information embedded in the metadata or elsewhere unless otherwise agreed to by the Parties. ***Removing and/or altering such information is prohibited and constitutes a violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to RNativePhotos© for any penalties and awards available under that statute.***

Relationship of the Parties: The parties agree that RNativePhotos© is an independent contractor and that neither Photographer nor her employees or contract personnel are, or ever shall be deemed, employees of the Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. RNativePhotos© and the Images or any other deliverables prepared by RNativePhotos© shall not be deemed a “work for hire” as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

Creation: The manner and method of creating any Image is solely at the discretion of RNativePhotos© and the Client has no right to entirely control Photographer’s manner and method of performance under this Agreement. Artist will use his/her best efforts to: (a) ensure that the Images conform to Client’s specifications; and (b) submit all Images to Client in publishable quality. Client shall not make or permit any alterations, whether by adding or removing material from the Work, without the permission of RNativePhotos©. Alterations shall be deemed to include the addition of any illustrations, photographs, sound, text, or computerized effects. ***Copyright notice the RNativePhotos© shall accompany the ALL images when it is reproduced.***

Delivery: RNativePhotos© may select delivery of photographs in JPEG, PNG, or other standard formats at a resolution that RNativePhotos© declares as suitable for licensed Images. It is the Client’s responsibility to verify that the Images are suitable for reproduction and that if the Images are not deemed suitable, to notify the RNativePhotos© within seven (7) business days. RNativePhotos© sole obligation will be to replace the Images at a suitable resolution but in no event will RNativePhotos© be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided, RNativePhotos© is not responsible for providing images 1) larger than 8”x10” at 300 dpi or 2) in a format higher than 8-bit or in RAW format. Artist has no obligation to retain or archive any Images that was delivered to Client.

Fees: All fees and expenses payable under this agreement are required no later than fourteen (14) business days from the delivery of the Images and payable irrespective of whether Client makes actual use of the

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Images. If full payment has not been received within thirty (30) days all rights are revoked at RNativePhotos© discretion. If in the event, rights are revoked, all images in the possession of Client will be removed from all forms of media and permanently destroyed within seventeen (17) days. Client shall provide Artist with written statement that all images have been removed and destroyed. The Client agrees to indemnify and hold harmless RNativePhotos© against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was signed, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed.

Payment. Client agrees to pay RNativePhotos© within thirty days of the date of billing, which shall be dated as of the date of delivery of the Work. Overdue payments shall be subject to an additional fee of \$75.00 per day or \$100.00 per week. Any missed payments shall not be charged a later fee unless it has been over 5 business days.

Cancellation: If Client cancellation of this Agreement prior to 1) Stated delivery date on the Client Invoice or 2) within one (1) month of this agreement, Client will pay any expenses incurred and a \$25.00 cancellation fee. For Client cancellation within three (3) days of the delivery date, Client is responsible for 100% of the fee and any expenses incurred.

No Exclusivity: This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by RNativePhotos©, and RNativePhotos© shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by RNativePhotos©.

Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by both parties. However, the agreement may reflect, and Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

Indemnification: Client will indemnify and defend Artist against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Images or materials furnished by Client. It is the Client's responsibility to obtain the necessary model or property releases are ensuring they are full effect and in force.

General Law/Arbitration: This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements between both parties. This Agreement shall be governed, interpreted and enforced in accordance with the laws in the State of Ohio. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in Lorain, Ohio and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

Severability: If one or more of the provisions in the Agreement is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

Waiver: No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

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