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Introduction and Parties Involved

This Photography Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and Acme, Inc, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

This Agreement sets forth the terms and conditions under which DocuPal Demo, LLC ("Photographer") will provide photography services to Acme, Inc ("Client"). It defines the scope of work, payment terms, and other crucial aspects of the photography project.

Parties Involved

DocuPal Demo, LLC

DocuPal Demo, LLC, a company based in the United States, will be responsible for providing professional photography services as detailed in this Agreement. They will deliver the photographs according to the agreed-upon specifications and timeline.

Acme, Inc

Acme, Inc (ACME-1), a business entity based in the United States, will be the recipient of the photography services. They will provide the Photographer with necessary information and access to facilitate the project.

Scope of Services

Docupal Demo, LLC will provide professional photography services to ACME-1 as detailed below. These services include capturing high-quality corporate headshots and providing event coverage.



Photography Session Details

The photography session will take place at ACME-1's headquarters located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. The scheduled date for the session is March 15, 2024. The session is expected to last for approximately 4 hours.

Deliverables

Following the photography session, ACME-1 will receive high-resolution digital photographs. These photographs will be professionally edited to ensure quality and consistency. The final edited images will be delivered via an online gallery for easy access and download.

Payment Terms and Schedule

The total fee for the photography services provided by DocuPal Demo, LLC to ACME-1 is \$2,000.00. This fee covers all services as outlined in the Scope of Work section of this Photography Agreement.

Deposit

To secure the booking for the photography services, ACME-1 will pay a non-refundable deposit of 50% of the total fee. This deposit amounts to \$1,000.00. This deposit must be paid before commencement of any photography services.

Final Payment

The remaining balance, constituting 50% of the total fee (\$1,000.00), is due upon completion of the photography services. An invoice for the final payment will be issued upon completion, detailing the amount due and acceptable payment methods.

Payment Methods

DocuPal Demo, LLC accepts payments via credit card and bank transfer. Payment details for both methods will be provided on the invoice.



Payment Schedule Summary

Payment Milestone	Percentage of Total Fee	Amount (USD)	Due Date
Deposit	50%	\$1,000.00	Upon signing of this agreement
Final Payment	50%	\$1,000.00	Upon completion of services

Image Usage and Intellectual Property Rights

Copyright Ownership

DocuPal Demo, LLC retains full copyright ownership of all photographs created under this Photography Agreement. This includes all rights to the images, including but not limited to, the right to copy, distribute, display, and create derivative works.

Client Licensing

Upon full and final payment, Acme, Inc (ACME-1) is granted a non-exclusive, non-transferable license to use the photographs for their internal and marketing purposes. This license permits usage in company brochures, websites, social media, and other promotional materials. The license does not permit resale or distribution of the photographs to third parties outside of ACME-1's marketing efforts.

Photographer's Rights

DocuPal Demo, LLC retains the right to use the photographs for its own marketing and promotional purposes. This includes use in portfolios (both online and physical), websites, social media, and marketing materials. DocuPal Demo, LLC will not commercially license or sell the photographs to third parties in a way that directly competes with Acme, Inc.



Cancellation, Rescheduling, and Refund Policy

Cancellation by Client

Acme, Inc. must provide Docupal Demo, LLC with written notice of cancellation at least 14 days prior to the scheduled shoot date. If cancellation occurs within 7 days of the scheduled shoot, ACME-1 will be subject to a cancellation fee equal to 50% of the total agreed-upon price for the photography services.

Rescheduling

Rescheduling is subject to Docupal Demo, LLC's availability. ACME-1 must request any rescheduling at least 7 days in advance of the originally scheduled shoot date. Docupal Demo, LLC will make reasonable efforts to accommodate rescheduling requests, but cannot guarantee availability.

Refunds

In the event of cancellation by ACME-1 outside of the 7-day window, any payments made, excluding non-refundable deposits, will be refunded. If Docupal Demo, LLC cancels the shoot, ACME-1 will receive a full refund of all payments made.

Model Release and Consent

Acme, Inc. (herein referred to as "Client") acknowledges that the photography services provided by Docupal Demo, LLC (herein referred to as "Photographer") may involve photographing individuals (herein referred to as "Models").

Consent for Use of Likeness

The Client warrants that it has obtained, or will obtain, valid model releases and consent forms from all Models featured in the photographs. These releases grant the Photographer and Client the irrevocable right and permission to use, reuse, publish, and republish photographic portraits or pictures of the Model, or in which the Model may be included, in whole or in part, or composite or distorted in



character or form, without restriction as to changes or alterations from time to time, in conjunction with the Model's name or otherwise, in any and all media for advertising, trade, promotion, exhibition, or any other lawful purpose. The Client confirms that all Models have consented to the use of their likeness, public display, and publication of the photographs.

Responsibility

The Client assumes full responsibility for ensuring that all Models are of legal age and competent to sign the release, or that a parent or legal guardian has signed on their behalf. The Client will indemnify and hold harmless the Photographer from any claims, demands, or causes of action arising out of the use of the photographs or any breach of this warranty.

Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC is not liable for any failure to perform its obligations where such failure is a result of circumstances beyond its reasonable control. This includes, but is not limited to, acts of God, war, civil unrest, or natural disasters.

Client Responsibility

ACME-1 is responsible for any damage to DocuPal Demo, LLC's equipment or property that occurs during the provision of services, caused by ACME-1 or its agents.

Indemnification

ACME-1 agrees to indemnify and hold harmless DocuPal Demo, LLC, its employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or relating to ACME-1's use of the photographs or breach of this Agreement.



Dispute Resolution

Any disputes or claims arising out of or relating to this Agreement will be resolved through mediation in Anytown, California. If mediation is unsuccessful, the parties may pursue other legal remedies available under applicable law.

Confidentiality and Privacy

DocuPal Demo, LLC acknowledges that it may receive confidential information about Acme, Inc. This information will be kept strictly confidential. We will only use this information to fulfill our obligations under this Photography Agreement.

Non-Disclosure

Acme, Inc agrees not to disclose specific project details without prior written consent from DocuPal Demo, LLC. This protects the proprietary nature of our work. Both parties are committed to maintaining the privacy of sensitive information.

Shooting Schedule and Location Details

Scheduled Date and Time

The photography session is scheduled for March 15, 2024, from 10:00 AM to 2:00 PM.

Location

The specific location for the shoot will be determined and provided by ACME-1. ACME-1 is responsible for securing all necessary location permissions and releases.

Onsite Requirements

ACME-1 will provide access to power outlets at the location. A designated shooting area, suitable for the planned photography, will also be provided by ACME-1. These provisions are essential for Docupal Demo, LLC to perform its services effectively.



Miscellaneous Provisions and Signatures

Miscellaneous Provisions

Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware.

Amendments

This Agreement may only be amended by a written instrument signed by both DocuPal Demo, LLC and ACME-1.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the subject matter herein, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between DocuPal Demo, LLC and ACME-1 with respect to the Photography Services.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last written date below.

DocuPal Demo, LLC

By: _____

Name:

Title:

Date: _____

Acme, Inc



By: _____

Name:

Title:

Date: _____

