

PHOTOGRAPHY & VIDEO SERVICES

Client Services Agreement

Booking terms, payment, cancellation, and policies for Dot One Media. Some terms differ between video and photography services; the section that applies to your booking is clearly marked. Please read before booking.

In plain terms: This agreement covers the business side of your project, what you are booking, how payment works, what happens if a session is canceled or needs to move, and how images are delivered and used. **Sections 1 and 6 through 11 apply to all bookings. Section 4 applies to video services, and Section 5 applies to photography services.** Please read the parts that apply to you, ask any questions, and keep a copy.

1 Parties & Project

This Client Services Agreement (this “Agreement”) is between **Dot One LLC**, an Alaska limited liability company doing business as Dot One Media, including its photography services (“Dot One Media,” “we,” or “us”), and the client named below (“you” or “Client”). It governs the photography and/or video services you book with us (the “Services”). The specific session type, date, location, deliverables, and price are as described in your booking confirmation, which is incorporated into this Agreement.

2 General Payment Terms

2.1 Full Payment Before Service. For all Services, full payment (including any balance beyond a retainer) is due **no later than the start of your session**, and for video services no later than twenty-four (24) hours before the scheduled filming date as stated in Section 4. **We do not begin work, and Content is not delivered, until payment due at that stage is paid in full.** Orders and editing are not processed until payment then due is received.

2.2 Payment Plans. If a payment plan has been arranged in writing, delivery or order placement occurs after the final payment is received.

2.3 Late Payment. If we agree, at our sole discretion, to proceed with a session or delivery despite an unpaid or partial balance, the outstanding balance will incur a late fee of **\$100 per day, for up to seven (7) days after the scheduled session date.** Delivery of your Content may be paused until the balance and any late fees are resolved. You are responsible for reasonable costs of collection, including court costs, if payment is not made.

2.4 Accepted Payment. Payment is accepted through the methods stated at booking. Returned or failed payments may incur a fee. Additional prints, digital images, or editing may be available for purchase at our then-current rates.

3 Cancellation & Rescheduling (General)

3.1 No-Show. If you do not appear for a scheduled session without notice, the session is treated as a late cancellation and all payments made, including any retainer or session fee, are forfeited.

3.2 Cancellation by Dot One Media. If we must cancel and cannot reschedule to a mutually acceptable date, and the cancellation is not due to your conduct or a Force Majeure event, we will refund amounts you have paid. This is the limit of our responsibility for a cancellation.

3.3 Our Right to Reschedule. We reserve the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond our reasonable control. **Rescheduling for weather or unsafe conditions is not a cancellation and does not entitle either party to a refund;** payments transfer to the rescheduled date. Because outdoor sessions in Alaska depend on weather, daylight, and road and travel conditions, we may use our professional judgment to reschedule an outdoor session.

Specific retainer, balance, cancellation-notice, and rescheduling-fee terms depend on whether you booked video or photography. See Section 4 (Video) or Section 5 (Photography).

SECTION 4 • VIDEO SERVICES

APPLIES TO CINEMATOGRAPHY AND VIDEO BOOKINGS

4.1 Retainer. A non-refundable retainer equal to **fifty percent (50%) of your total project cost, including any add-ons**, is due at the time of booking to reserve your date. **The retainer is earned when paid.** It compensates us for reserving your date, declining other work for that date, and beginning preparation. It is not a deposit toward future work and is not refundable if you cancel.

4.2 Balance Due. **The remaining balance is due no later than twenty-four (24) hours before the scheduled filming date.** If the balance is not paid in full by that time, the session will not proceed and will be treated as a cancellation by you under Section 4.4.

4.3 Rescheduling. You may reschedule with at least three (3) days' notice before the scheduled filming date, subject to our availability, for a **rescheduling fee of \$150**. Your retainer transfers to the new date. Reschedules requested with fewer than three (3) days' notice are treated as a cancellation under Section 4.4.

4.4 Cancellation. **The 50% retainer is non-refundable in all cases.** If you cancel with at least three (3) days' notice before the scheduled filming date, you owe nothing beyond the retainer, which is retained. If you cancel fewer than three (3) days before the scheduled filming date, any additional payments made beyond the retainer are also non-refundable, because the reserved time can no longer be rebooked.

4.5 Travel. **Travel within fifty (50) miles of the Mat-Su Valley is included.** Travel beyond that distance requires the corresponding travel add-on, selected before or after booking, which covers the additional mileage and time. Extended or overnight travel may also incur lodging and per-diem charges, disclosed in advance.

SECTION 5 • PHOTOGRAPHY SERVICES

APPLIES TO PHOTOGRAPHY SESSIONS

5.1 Session Fee & No Retainer. **No retainer is required to book a photography session.** Instead, the full session fee is due at or before the start of your session. The session fee covers the time and talent of the photographer, basic retouching and creative editing of images as determined by the photographer, and the number of images included for your session type, delivered through our online gallery. Additional editing is available at additional expense. Additional prints or digital images may be available for purchase.

5.2 Rescheduling & Cancellation. If an illness or situation prevents a session from taking place, **you may reschedule one time with at least twenty-four (24) hours' notice before the session without penalty.** If you do not give 24 hours' notice, or you cancel the session entirely, the session fee is forfeited and will not be refunded. (Photography sessions have no separate rescheduling fee.)

5.3 Travel. The photography creative fee covers **travel within twenty-five (25) minutes of Eagle River, Alaska.** Any location beyond that is subject to an additional charge of \$0.52 per mile.

5.4 Re-shoots. Re-shoots are at the discretion of the photographer. Re-shoots and refunds will not be given for choices of clothing, make-up, or hair, for weather-related issues, or for not following the photographer's recommendations.

5.5 Image Archive. After six (6) months, images may be purged from our storage, except as needed for promotional purposes at our discretion. Please download and back up your delivered images promptly. We are not responsible for loss or damage to digital files due to circumstances beyond our control.

5.6 Print Release & Personal Use. Delivered digital images include a print release allowing you to print portraits for personal use up to the size stated on the release. The print release does not permit publishing your portraits in contests, or selling or altering your images, without our written permission.

5.7 Delivered Portraits. We are not responsible for damage to portraits after delivery, including damage in transit by mail. You assume responsibility for the safety of portraits upon receipt.

5.8 Session Preparation. Your session starts at the agreed time; we encourage arriving 15 minutes early for any last-minute feeding, changing, or settling in. Please do not bring children who are not being photographed. Please ensure hair is combed and faces are clean, and avoid red or orange food or drink beforehand, as these can stain the skin.

6 Creative Control & Deliverables

6.1 Artistic Style. You are booking us for our particular style, which you have had the opportunity to review in our portfolio. We bring our creative judgment to editing, selection, color, and presentation. **You agree that dissatisfaction with our artistic style is not grounds for a refund,** though we always aim for your satisfaction within our style.

6.2 Deliverables & Timeline. The number of images or video length, the format, and the delivery timeline are as stated in your booking. Rush delivery may be available as an add-on.

6.3 Revisions. Your booking includes the number of revision rounds stated for your session type. Additional revisions are available for a fee.

6.4 Selection & Editing. We select and deliver the images and footage we consider the strongest representation of the work. We are not obligated to deliver every frame captured, outtakes, or unedited files unless raw-footage delivery is purchased as an add-on.

7 Copyright, Usage & Model Release

7.1 Ownership. Dot One Media retains copyright and ownership of all Content created. You receive a personal-use license to the delivered Content unless a broader license is stated in your booking.

7.2 Client Use. Unless otherwise agreed in writing, delivered Content is licensed to you for personal, non-commercial use. Commercial use by you (for advertising, resale, or business promotion) requires a commercial license, which we are glad to arrange.

7.3 No Unauthorized Use. It is not permitted to copy, scan, download, print, share, alter, or otherwise reproduce any image or footage we create, except as allowed by your print release or license. This includes preview images and images in an online gallery, blog, or social media. Unauthorized use of an image may be invoiced at our then-current price per file.

7.4 Our Use & Model Release. Our use of your images and video, including for our portfolio and marketing, is governed by the separate Photography & Video Release and Liability Waiver (and, for a minor, the Minor Release), which you will also sign. Please refer to that document and your usage selection within it.

8 Limitation of Liability & Failure to Perform

8.1 Limitation of Liability. To the fullest extent permitted by law, our total liability arising out of or related to the Services or this Agreement, for any reason, **shall not exceed the total amount you paid to us for the applicable project.** We are not liable for indirect, incidental, or consequential damages, including lost opportunities.

8.2 Equipment or Unforeseen Failure. In the unlikely event that Content is lost or a session cannot be completed due to equipment failure, illness, injury, or other cause beyond our reasonable control, our liability is limited to a refund of amounts paid for the affected Services, or a reshoot at our option.

8.3 Personal Safety. We are not responsible for injuries to participating parties. You are responsible for yourself and for any children in your care during the session, and release us from claims arising from participation, except to the extent caused by our gross negligence or willful misconduct.

8.4 Force Majeure. Neither party is liable for failure to perform due to events beyond reasonable control that are both unforeseeable and unavoidable, such as natural disasters, wildfire, earthquake, war, or government order. (Ordinary weather is addressed in Section 3.3.)

9 Location & Permits

9.1 Permits & Access. You are responsible for securing any permits, permissions, or access fees required for your chosen location, including state or national parks, private property, and venues. We do not guarantee or arrange payment for any location. If a location becomes unavailable or a permit is not obtained, we will work with you to find an alternative, but we are not responsible for a location we cannot lawfully access.

9.2 Safe Working Conditions. You agree to provide a safe environment for the session. We reserve the right to end a session, without refund, if conditions become unsafe or if any person is abusive or threatening.

10 General Terms

10.1 Governing Law & Venue. This Agreement is governed by the laws of the State of Alaska. Any dispute shall be brought in the state or federal courts located in Alaska. (Alaska small claims court handles disputes up to \$10,000.)

10.2 Entire Agreement & Changes. This Agreement, together with your booking confirmation and the Release, is the entire agreement between us. Any changes must be in writing and agreed by both parties.

10.3 Severability. If any provision is held unenforceable, the rest remains in effect, and that provision is enforced to the maximum extent permitted.

10.4 Acknowledgment. You confirm you have read this Agreement, understand the sections that apply to your booking, have had the opportunity to ask questions, and agree to it voluntarily.

II Agreement & Signature

CLIENT FULL NAME (PLEASE PRINT)

SERVICE (VIDEO / PHOTOGRAPHY)

SESSION TYPE & DATE

LOCATION

CLIENT SIGNATURE

DATE SIGNED

EMAIL

PHONE

DOT ONE MEDIA · AUTHORIZED SIGNATURE

DATE SIGNED

Dot One Media · DOT ONE LLC · Wasilla, Alaska · contact@dot1.media · 907.712.4890