



**C GAUTHIER PHOTOGRAPHY, LLC  
PHOTOGRAPHY SERVICES AGREEMENT**

This Agreement for Photography Services (“Agreement”) is made effective **28 January 2026** by and between **C Gauthier Photography, LLC** (“PHOTOGRAPHER”) and **Simply Interiors, LLC** (“CLIENT”), for photography services provided to CLIENT by PHOTOGRAPHER. All photography sessions performed by PHOTOGRAPHER for CLIENT are hereinafter referred to as the “EVENT(S).”

**RESERVATION AND DEPOSIT:** This signed Agreement is required to reserve the dates and times of the EVENT(S) prior to services being performed. The terms of this Agreement are ongoing until termination in writing by either PHOTOGRAPHER or CLIENT. The full amount of the fee for the EVENT(S) shall be agreed upon by both parties on a per-job basis, and must be agreed-upon in writing prior to EVENT being scheduled. A minimum of 24 hours’ notice is required for any rescheduling or cancellations. If less than 24 hours’ notice is given, if the EVENT(S) are canceled by CLIENT, or if there is a breach of this Agreement by CLIENT, then CLIENT shall be responsible for fifty percent (50%) of the full amount of the fee due for the EVENT(S). Fees due from CLIENT shall include any of the PHOTOGRAPHER's materials charges incurred up to time of cancellation.

**PAYMENT SCHEDULE:** Full balance of the required fee for the EVENT(S) is due no later than the day of the product delivery. No images will be transferred to CLIENT until the EVENT(S) balance has been paid in full. In the event that CLIENT fails to remit payment as specified, PHOTOGRAPHER shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, not attend pending future EVENT(S), and cancel delivery of described products.

**PERMITS:** CLIENT is responsible for acquiring all permits and necessary permission for all locations at which the PHOTOGRAPHER will be performing services for CLIENT prior to the date of the EVENT(S). CLIENT’S failure to do so may result in the cancellation of the EVENT(s), and shall be considered a breach of this Agreement.

**SHOOTING TIME / ADDITIONS:** CLIENT and PHOTOGRAPHER agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. It is essential that owners, residents and occupants of the EVENT(S) location be prepared at the agreed upon time. Shooting commences at the scheduled start time. Any delay in the scheduled start time longer than 30 minutes will result in an additional fee incurred by CLIENT. PHOTOGRAPHER shall inform CLIENT if there is a delay at the location at time of arrival, prior to CLIENT incurring any additional fees.

**RESPONSIBILITIES:** PHOTOGRAPHER is not responsible for compromised coverage due to causes beyond the control of the PHOTOGRAPHER, including but not limited to obtrusive guests,

delays caused by CLIENT or guests, weather conditions, or restrictions of the locations. PHOTOGRAPHER is limited and must abide by the rules and guidelines of the location(s) and site management. CLIENT agrees to accept the technical results of their imposition on the PHOTOGRAPHER. Negotiation with any officials for moderation of guidelines for the location is the CLIENT's responsibility; the PHOTOGRAPHER will offer technical recommendations only, if requested.

**FILM and COPYRIGHTS:** The photographs produced by PHOTOGRAPHER are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without PHOTOGRAPHER's express written permission. Final digital images purchased by CLIENT from PHOTOGRAPHER, after receipt of all fees from CLIENT, include limited copyright release transferred to CLIENT. PHOTOGRAPHER grants CLIENT permission to use the purchased images for marketing purposes on any media desired. **Under no circumstances may CLIENT give, sell, license, sublicense, or authorize to be sold in any way or for any purpose images produced by PHOTOGRAPHER under this Agreement.** No license of any kind is granted to CLIENT for proof images, as proof images are not suitable for any kind of reproduction or distribution whatsoever.

**THIRD PARTY LICENSING:** PHOTOGRAPHER offers two options for image licensing to vendors involved with the project (i) **Cost Sharing**, where vendors become CLIENTS before the photo session and have access to all images taken. Each party, including the original CLIENT, will see a discount on their invoice as they are "sharing" the costs of the photo session, and (ii) **Post-Session Licensing Per Image** where individual images are licensed after the photo session takes place and images have been delivered to the CLIENT. Individual licenses start at \$350/image and include social media usage. Image attribution is required for all third party licensing use.

**Licensing Incentive Program:** Image licensing is an integral part of C Gauthier Photography. When CLIENT brings a third party vendor to PHOTOGRAPHER for image licensing, PHOTOGRAPHER will discount future photo sessions with CLIENT, based on the number of images licensed by the vendor.

**ATTRIBUTION:** When the Client displays the Photographs (a) in a printed medium; (b) as part of a compilation; (c) as sublicensed for third party use in any print or digital display; or (d) in any physical or digital editorial spread, the Client shall provide attribution to PHOTOGRAPHER as "C Gauthier Photography" or "Constance Gauthier." Client will not purposefully try to hide or otherwise conceal attribution to PHOTOGRAPHER, such as by printing attribution in such small print or font that the source of the photograph is not readily apparent to the reasonable viewer. Client may share images on professional websites and professional social media platforms using a link or tag as appropriate (i) preferably on the photograph, where permitted by the platform, and (ii) in the photograph's caption.

For example, photographs on Instagram should feature a "tag" on the image as well as an "**@cgauthierphotography**" in the caption. Images must remain unaltered. Failure to comply with the terms of this exception shall result in a licensing fee of \$350 per image.

Photographs in print or publication will include a byline, “**Constance Gauthier**” and in digital versions, the byline shall be linked to “[www.constancegauthier.com](http://www.constancegauthier.com)”

**CAPTURE AND DELIVERY:** PHOTOGRAPHER is not required to deliver every image taken at the EVENT(S). The determination of images delivered to CLIENT is left to the discretion of PHOTOGRAPHER and must satisfy the agreed upon terms of the individual EVENT(S).

**POST PRODUCTION AND EDITING:** The final post production and editing styles, effects, and overall look of the images are left to the discretion of PHOTOGRAPHER and her artistic abilities. Requests made by CLIENT deemed reasonable by PHOTOGRAPHER, prior to the EVENT(S), may be honored. Major photo manipulations are not within the scope of this Agreement. However, in the event PHOTOGRAPHER performs major photo manipulations, CLIENT agrees to pay additional fees which shall be discussed with and agreed-upon by CLIENT prior to performing said manipulations.

**SAFETY:** PHOTOGRAPHER reserves the right to terminate coverage and leave the location of the EVENT(S) if PHOTOGRAPHER, or an assistant of PHOTOGRAPHER, experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of PHOTOGRAPHER or an assistant of PHOTOGRAPHER is in question.

**INDEMNIFICATION:** CLIENT hereby indemnifies and holds PHOTOGRAPHER harmless against any and all liabilities, claims, and expenses, including reasonable attorney’s fees, arising from or as a result of a breach or alleged breach by CLIENT, or as a result of claims or actions of any kind or nature resulting from CLIENTS’ use of PHOTOGRAPHER’S work performed under this Agreement.

**LIMIT OF LIABILITY:** In the unlikely event that PHOTOGRAPHER is unable to perform services under this Agreement due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of PHOTOGRAPHER, PHOTOGRAPHER shall make every effort to secure a replacement. If PHOTOGRAPHER is unable to find a suitable replacement, PHOTOGRAPHER’S responsibility and liability is limited to the return of all payments received for the EVENT(S). In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond PHOTOGRAPHER’S control, including but not limited to camera, hard drive, or equipment malfunction, PHOTOGRAPHER’S liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

**DAMAGES:** PHOTOGRAPHER is not responsible for any damages to CDs, prints or other photo products (if applicable) after delivery to CLIENT. CLIENT understands and assumes full responsibility for the care and safety of their photographic products. Once the photographic products have been delivered to CLIENT, PHOTOGRAPHER is under no obligation to retain, catalog or store CLIENT’S digital image files.

**RELEASE:** All property or model releases granted for work in conjunction with CLIENT shall be documented separately on a per-project basis for each EVENT(S).

**ENTIRE AGREEMENT; SEVERABILITY; WAIVER:** This agreement contains the entire understanding between PHOTOGRAPHER and CLIENT, and supersedes all prior and simultaneous agreements between the parties. Any additions or changes to this Agreement must be in writing, signed by all parties. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this Agreement, or any failure by one or both parties to enforce a provision of this Agreement, shall not constitute a waiver of any other portion or provision of this Agreement.

CLIENT

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PHOTOGRAPHER

*Coetan Harper*

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DATE

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DATE

28 January 2026

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