

## **CONTRACT**

These Terms, Conditions, and agreement (“AGREEMENT”) constitute a binding contract for attendance at a educational photographic retreat managed by The Photographer’s Retreat LLC (“TPR”) . By consenting to this AGREEMENT, the clients (“the CLIENT”) agrees to compensate TPR for the services provided by TPR at the price and under the terms set forth in this AGREEMENT.

The following terms and conditions shall govern this AGREEMENT between the CLIENT and TPR.

### **DURATION**

This AGREEMENT shall be in effect for the duration of the RETREAT. The RETREAT shall begin at 3PM on NOVEMBER 2, 2018, and conclude at 10AM on NOVEMBER 4, 2018

### **COMPENSATION**

This AGREEMENT binds the CLIENT and TPR for attendance at the RETREAT based on ONE of the following compensation arrangements on a first-come, first-serve, space available basis:

Own Room - King Bed	\$2550
King Room - Shared Occupancy	\$2000 (per approval)
Shared Room - Queen Bed	\$2150
Bunk Room - Twin bed	\$1850

### **PUBLICITY RIGHTS AND PROMOTIONAL USE**

The parties agree that the CLIENT grants TPR irrevocable and unrestricted right to capture, use, and publish photographs of the CLIENT, or in which the CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same, while attending the RETREAT. The CLIENT hereby releases TPR and assigns from all claims and liability relating to said photographs. TPR may use images and likenesses from the CLIENT’s event for commercial use, including, without limitation or further compensation, promotional exhibition to other potential clients of TPR.

### **LEGAL VALIDITY AND LIMITATION OF LIABILITY**

The validity and interpretation of this AGREEMENT shall be construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions. Any dispute under this AGREEMENT that cannot be resolved by TPR and client after thirty (30) days of receipt of notice of the dispute shall be first be submitted to a neutral mediator selected by TPR. In the event the mediator cannot resolve the dispute, the remaining issues in dispute may be submitted to the relevant court of the State of Georgia. The state and federal courts of the State of Georgia shall have exclusive jurisdiction over any such dispute and each party hereby irrevocably consents to the jurisdiction of such courts upon them and service of process by mail. Any court action to enforce this AGREEMENT, or relating or arising out of this

AGREEMENT or the services provided by TPR shall be brought in a court of competent jurisdiction in the state of Georgia.

In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this AGREEMENT, each party to this AGREEMENT shall bear their own attorney's fees.

If any provision of this AGREEMENT is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this AGREEMENT will remain in full force and effect. Any provision of this AGREEMENT held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach of this AGREEMENT by the CLIENT, TPR shall be entitled to terminate this AGREEMENT and retain the Retainer and any other monies paid by the CLIENT hereunder. In addition to the other remedies expressly stated in this AGREEMENT, TPR shall have all other remedies available to it at law or in equity upon the breach of this AGREEMENT by the CLIENT.

Notwithstanding anything contained in this AGREEMENT to the contrary, the client's sole remedy for an actual breach by TPR of its obligations under this AGREEMENT, shall be a termination of this AGREEMENT and a refund of the Retainer and other monies collected hereunder up to the date of such breach. In no event shall TPR be liable for monetary damages, whether in tort, for breach of contract or otherwise, under this AGREEMENT for an amount in excess of the Retainer and any other monies paid hereunder. In no event shall TPR be liable under this AGREEMENT for any consequential, incidental or punitive damages, or for lost profits, resulting from the RETREAT or the cancellation of the RETREAT.

TPR and its employees shall not be liable for any injury, accident, or theft resulting from participation in the RETREAT. It is the responsibility of the CLIENT to obtain information concerning any risks involved in participation.

**By consenting to this AGREEMENT, the CLIENT verifies that they are releasing TPR and its related entities of any liabilities resultant from attending the RETREAT.**

#### **CANCELLATION & FORCE MAJEURE**

TPR reserves the right to alter or cancel the RETREAT for any reason. In the event of cancellation, all monies paid by the CLIENT shall be refunded.

With the exception of RETREAT cancellation initiated by TPR, any and all monies paid to TPR for the RETREAT by the CLIENT are **non-refundable** for any reason including but not limited to: illness, travel complications, personal conflicts, or change of desire, but may be transferable pending approval by TPR.

Should the CLIENT be unable or unwilling to attend the RETREAT for any reason, they shall notify TPR immediately.

If such conditions exist whereas TPR can obtain a replacement client, the CLIENT will be refunded their monies minus a 10 (ten) % convenience fee. No incidental expenses incurred by

the CLIENT as a result of the cancellation, including travel expenses, shall be the liability of TPR.

For the purposes of this AGREEMENT, "Force Majeure" shall mean a cause or event such as war, threat of war, riots, terrorist activity, governmental activity, civil strife, injunctions, industrial or labor disputes, nuclear events or threats, natural disasters, fires, acts of God, or other unfavorable weather conditions not reasonably foreseeable or otherwise caused by TPR. Any delay or degradation of performance caused by Force Majeure shall be excused by the CLIENT.

### **INTINERARY VARIANCE**

Due to the nature of the weather and other conditions, TPR reserves the right to alter or change the scheduled itinerary of events at any time without penalty.

### **INSTRUCTOR SUBSTITUTION**

In the event that a specified instructor is unable to attend the RETREAT due to illness or other Force Majeure, a replacement will be provided if possible, and does not alter the terms of the AGREEMENT.

### **TRAVEL INSURANCE**

TPR highly recommends, but does not require or provide, the use of travel insurance for the RETREAT and related expenses.

### **PARTICIPANT HEALTH**

The RETREAT is designed to accommodate the abilities of average people in good health. TPR shall make their best attempt to accommodate any specific health or physical condition related issues, however no guarantee can be made that such accommodations will be satisfactory.

**By consenting to this AGREEMENT, the CLIENT certifies that they do not knowingly have any physical, mental, or other condition of disability that would create a risk for themselves, other clients, or TPR representatives. Medical circumstances will not be exempted from the cancellation policy above.**

### **SUBSTANCE FREE ENVIRONMENT**

The use of illegal substances is not permitted during the RETREAT. Smoking, and the use of tobacco products, including E-cigarettes, are not permitted indoors or within 25 ft of the lodging house. **Violations to this policy may result in expulsion from the RETREAT without recompense or recourse. The CLIENT will be liable for any damage or penalty associated with the use of prohibited substances while attending the RETREAT.**

### **ENTITLEMENTS**

TPR shall provide The CLIENT the following entitlements for the duration of the RETREAT:

- Meals & beverages, including limited alcoholic beverages
- Lodging as per the chosen compensation arrangement
- Ground transportation for the CLIENT if deemed necessary for official events at the RETREAT
- XXX

**EXCLUSIONS**

TPR shall be under NO obligation to provide any of the following entitlements to the CLIENT for the duration of the RETREAT or at any other time:

- Air or ground transportation to the RETREAT
- Photographic equipment or computers
- Gratuities
- Any services, activity, or fees not explicitly stated above as an entitlement

**POST-AGREEMENT**

After the the conclusion of the RETREAT, all obligations by TPR to the Client shall immediately cease.

**ENTIRE UNDERSTANDING**

The AGREEMENT contained in this contract constitutes the sole AGREEMENT between TPR and the CLIENT regarding the RETREAT. It becomes effective only when signed by both parties. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Georgia. This contract has been freely negotiated and shall be recognized as the entirety of the AGREEMENT. Only those changes or modifications specifically placed in writing, attached, dated and signed by the CLIENT and TPR at the time of acceptance of this contract shall be recognized as amendments to this contract.