**STYLING TEMPLATE TERMS**

1. **Parties; Terms**

These Terms and Conditions, along with the attached Estimate of costs (“Estimate”), represent a binding agreement between Company, Client and Agency (the “Agreement”). For purposes of this Agreement, Company is the actual advertiser, magazine, or hiring party of Client. Client is the commissioning party or advertising agency hiring Artist on behalf of Company. Agency is Agency Name and is the exclusive representative for the named Artist performing the work (“Artist”), yet is not responsible for Artist’s obligations, acts or omissions. The creative services furnished to Client or Company in connection with the production described in the Estimate (“Shoot”) are referred to as the “Services” and includes, but is not limited to, styling or set design performed by Artist, whether personal, editorial, commercial or through consultations and/or wardrobe edits.

1. **Services; Payment**

Agency will provide the service(s) of the named Artist to execute the Services in accordance with the agreed upon specifications outlined in the Estimate. In full consideration for such Services, Client agrees to pay Agency the Artist’s fees and all expenses outlined in the Estimate, any approved overage or adjustments (as defined herein), and any additional costs pursuant to this Agreement (collectively, the “Total Fees and Costs”). Client and Company are jointly and severally liable for the Total Fees and Costs. Unless otherwise stated in the Estimate, payment of the Total Fees and Costs will be separated between an advance invoice (“Advance”) and a balance invoice (“Balance”). The Advance is **x%** of [expenses in the Estimate] or [full budget] and is due **x days** prior to the Shoot date. The Balance is the remainder of the Total Fees and Costs and is due 30 days of the invoice date, after which the Balance will incur an interest rate of **x%** per month. Any props, wardrobe, or other materials transferred to Client may be subject to applicable sales or beauty tax. Client is responsible for the payment of all taxes incurred as a result of the Services and/or Deliverables provided. If shooting outside of the United States, the Total Fees and Costs is subject to vary based on the current exchange rate at the time of booking. Once Artist performs the Services, the Total Fees and Costs will be charged and remain payable whether or not Company or Client chooses to use the final Deliverables.

1. **Estimate; Overages**

The Estimate is applicable to the original job description and may be subject to an overall adjustment of plus or minus **x%** of the total expenses, based on the final creative. Expenses in each line item may shift. Agency reserves the right to revise all fees and expenses within the Estimate at any time prior to signature by Client and/or Company. Overages are incurred when there is either a change in the assignment specifications as a result of a Company or Client request, additional costs become associated with the Services, or in the event a job extends beyond 10 consecutive hours (“Overtime”), and will be added onto the Balance (together, “Overage(s)”). A verbal approval for each Overage shall be considered binding when given by Client to Agency, Artist and/or Producer. In the event of Overtime, Agency may charge for Artist’s and their assistants’ time in accordance with federal and state employment laws.

1. **Cancellation + Postponement**

The Shoot is inclusive of all prep days and shoot days as stated herein and is considered confirmed from the date of either (a) signature on the Estimate or (b) positive affirmation of the terms over electronic communication by an authorized representative, whichever occurs first. Therefore, if a Shoot, including any prep days, is canceled or postponed by Client after confirmation for any reason other than a Force Majeure Event (as defined herein), Client agrees to pay **x%** of Artist’s fee and all expenses incurred or committed up until the time of cancellation or postponement. If the Shoot is canceled or postponed due to weather conditions, acts of God, nature, war, terrorism, civil disturbance and/or the fault of third parties (each a “Force Majeure Event”), Client and/or Company shall be responsible for **x%** of Artist’s fee and **x%** of all expenses incurred or committed. Artist unavailability due to illness or immediate family emergency shall relieve Artist of all obligations contracted for herein, and Client shall hold Artist and Agency harmless from and against any loss, cost, damage, or expense arising from Artist’s unavailability.

1. **Covid-19**

If a cancellation or postponement should occur as a result of government-related restrictions or recommendations regarding Covid-19, or if Artist becomes unavailable for any reason related to Covid-19 such as contact with an infected person, making it commercially impracticable for Artist to perform the Services (each a “Covid-19 Event”), such cancellation or postponement shall be treated as a Force Majeure Event. Additionally, Client and/or Company shall reimburse Agency in full with regard to all out-of-pocket costs or expenses arising out of or relating to a Covid-19 Event, including, but not limited to, costs of additional hotel rooms, possible additional wages, additional transportation costs (but not health insurance related costs), etc. to the extent not covered by applicable insurance. Client and Agency agree to make best efforts to relocate and/or reschedule the Shoot due to a Covid-19 Event and Agency shall provide Client with an estimate of all additional costs to be incurred as a result of such rescheduling or relocation. If the parties cannot agree to a new Shoot date after commercially reasonable efforts, the Total Fees and Costs plus any additionally incurred expenses shall remain due and payable in full. For the avoidance of doubt, the agreed new production date can be scheduled anytime within the following **xx** period from the original Shoot date.

1. **Client Obligations; Releases**

Client shall have the sole and exclusive responsibility to obtain all necessary releases and permissions in connection with the use of any names, likenesses, trademarks, copyrighted material or other third-party materials that appear or are used in the Services or final work product including, but not limited to, the rights holders of any protected article of clothing, jewelry or furniture piece. Artist agrees not to knowingly infringe on any third party’s rights when providing the Services but in any event, Client will indemnify, defend and hold harmless Agency and Artist against all claims, liabilities, damages, costs and expenses, including reasonable attorneys’ fees and expenses, arising out of or relating to: (i) material furnished to Artist by Client; (ii) following specific instructions of Client; and (iii) Client’s failure to obtain clearances for any third party intellectual property, including copyrighted or trademarked works. Any cause for complaint should be directed to the  Agency at the time the complaint arises. Complaints cannot be considered in retrospect.

1. **Code of Conduct**

For the avoidance of doubt, Artist and/or Agency do not control the set and neither shall be held responsible or otherwise liable for the failure of any third parties to comply with Client’s respective Code of Conduct, if given. Client has the sole and exclusive responsibility to ensure that all models or anyone under the age of 18 will be accompanied by a representative at all times. The final Deliverables will not be used in any manner that would detract from the image and reputation of the Artist.

1. **BTS; Credit**

Artist and his/her creative team shall not be photographed or recorded without Agency’s prior written permission in each instance. If Artist’s name or likeness is photographed, recorded, or otherwise used in connection with the Shoot, Client agrees to pay an additional usage fee to be negotiated in good faith between the Parties.

1. **Special Terms**

Any non-monetary compensation agreed to between Artist and Client and/or Company shall be subject to terms of this Agreement. In the event of non-fulfillment of any non-monetary forms of compensation as agreed between the Parties, Artist shall be entitled to seek monetary retribution from the Client and/or Company of equal value.

1. **ENTIRE AGREEMENT**

These terms, along with the Estimate, sets forth the entire understanding and agreement among the Parties and supersedes all prior representations and agreements whether oral or written. These terms may be agreed upon by written electronic communication, such as e-mail, with an expressly written acceptance by the Client or Company. If these terms or conditions of this Agreement are in conflict with any of the terms, conditions, statement of work, purchase order, or other writing between the Parties, this Agreement will control. Artist’s total aggregate liability in respect to any and all claims arising under this Agreement shall be limited to a sum equal to the amount of fees actually received by Artist under this Agreement.

1. **Governing Law**

This Agreement shall be governed by the laws of the State of **Operating State**. All Parties agree and consent that jurisdiction and venue of all matters relating to the terms herein shall be vested exclusively in the federal, state and local courts in **Operating City & State.**