

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made and entered into between

Wil the Photographer, LLC, (company),

Address is:

10007 Palma Linda Way #110 Orlando, Fl 32836

And

(name of person and/or company/contractor)

The terms of our agreement consisting of the basic provisions set forth below and the general terms and conditions attached hereto and by this reference incorporated herein, are as follows:

BASIC PROVISIONS

CONTRACTOR'S FEIN NUMBER: _____

or

CONTRACTOR'S SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S E-MAIL: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SERVICES PROVIDED: _____

FEE: _____

OTHER DEAL TERMS: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year written below.

AGREED AND ACCEPTED:

Contractor Representative:

Wil the Photographer, LLC

By: _____

By: _____

(print name)

(print name)

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS OF SERVICES AGREEMENT ATTACHED HERETO:

1. REIMBURSABLE EXPENSES: If the basic provisions provide that Company will reimburse Contractor for reasonable business expenses incurred by Contractor in the course of performing the Services, provided that Contractor obtained approval by Company, said expenses incurred shall be reimbursed. Company has sole discretion to determine the reasonableness of said expenses.
2. INVOICES: Contractor shall invoice Company for the Fee (and reimbursable expenses, if applicable) on a weekly basis or such other basis designated by Company and Company shall pay such invoice(s) to the extended appropriate within a reasonable period of time after receipt. The fee shall cover Contractor's profit, general overhead and all costs and expenses (except as otherwise set forth above) of any nature whatsoever (including, without limitation, taxes, labor and materials), and any increase of said costs and expenses, input by Contractors in connection with the performance of the services, all of which costs and expenses shall be borne solely by Contractor.
3. INSURANCE; INDEMNIFICATION: In the performance of the Services, Contractor shall not be entitled to participate in or to receive any benefit from any Company's employee benefit or welfare plans, specifically including but not limited to, its health care program or workers compensation program (health insurance and workers' compensation insurance, if any shall be maintained by Contractor). Company shall have no obligation whatsoever to compensate Contractor on account of any injuries which Contractor may sustain as a result of or in the cost of the performance of the services, and Contractor hereby waives, on Contractor's own behalf and on behalf of any persons claiming by, through, or under Contractor, any and all rights of recovery which Contractor may now or hereafter have against Company on account of any such injuries.
4. OWNERSHIP OF WORK PRODUCT: All rights, title, and interest in and to all plans, drawings, specifications, ideas, concepts, software, systems, reports, documentations, or other tangible work product produced by Contractor pursuant to this agreement (the "work product") shall at all times be and remain vested in Company. Contractor shall deliver all originals and copies of the Work Product (complete or in progress) to Company upon completion of the services hereunder. Contractor shall not retain, use, or disclose any of the work product without the company's prior written consent. To the extent the work product includes copyrightable or patentable works, such works shall be considered "works for hire" and Company shall at all times be considered the author, creator, or inventor, thereof and Company shall have all rights therein including without limitation the rights to reproduce, distribute, transfer or prepare derivative works from the work product. To the extent any of the work product is not deemed to be a "work for hire", Contractor hereby assigns to Company any of the work product, including, without limitation, all patent rights, copyrights, and rights attendant thereto. In the event that it is necessary for Contractor to join in or otherwise assist Company and execute any and all documents deemed necessary by Company to register, and otherwise protect and perfect Company's right and interest in the work product, the provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
5. CONTRACTOR'S REPRESENTATIONS & RESPONSIBILITIES: Contractor hereby warrants and represents to Company that; (i) Contractor has the experience, skill, and authority necessary to perform the service; (ii) Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, and orders of any governmental or regulatory authority; (iii) Contractor has obtained all licenses and permits required to observe and perform the terms, covenants, conditions and other provisions on Contractor's part to be observed or performed under this Agreement; (iv) Any material or work product provided by Contractor under this agreement shall not infringe upon any patent, trademark or copyright, or otherwise violate the rights, any person, firm or corporation; (v) Contractor has obtained all necessary consents, permission or releases, and will timely make all payments to third parties, that may be required to provide the Service; (vi) there is no actual or potential

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conflict to provide the service between the contractor and contractor's family, business, financial or other interests, and contractor shall immediately notify Company of any actual or potential conflict of interest of which the Contractor becomes aware during the term of this agreement. All personal property used by Contractor in connection with the Services shall remain Contractor's property, and shall be used by Contractor at Contractor's sole risk. Company shall not be responsible for any loss (including theft) of, or damage to, any of Contractor's personal property.

6. **CONFIDENTIALITY OF MATERIAL:** Contractor may, during the course of Contractor engagement hereunder, have access to the Service or Company, or its parent, affiliated, subsidiary, or related companies, which may not be accessible or known to the general public. No such knowledge acquired by Contractor shall be used, published, or divulged by Contractor to any other person, firm, or corporation, or in any advertising or promotion regarding Contractor or Contractor's services, or in any other manner or connection whatsoever without first having obtained the written permission of Company, which permission company may withhold in its sole discretion. The provisions of this paragraph shall survive the expiration or sooner termination of this agreement.
7. **SUSPENSION OR TERMINATION:** Anything herein to the contrary notwithstanding, Company may, in its sole discretion and with or without cause, suspend or terminate this Agreement effective upon seven (7) days prior written notice to Contractor. In the event of termination, the Contractor shall deliver to Company all work product whether completed or not completed. Company shall pay the contractor that portion of the fee earned by Contractor, if any, prior to the effective date of suspension or termination.
8. **ASSIGNMENT:** This Agreement is for the personal services of Contractor and may not be subcontracted or assigned by Contractor without Company's written consent, which Company may withhold in its sole discretion. Company retains the right to assign all or any portion of this Agreement at any time.
9. **GOVERNING LAW:** This Agreement shall be construed and regulated under and by the law of the State of Florida without regard to conflicts of laws principles. Venue for any legal action arising out the Agreement shall be in Orange County, Florida and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, (or if the circuit court shall not have jurisdiction over the subject matter thereof, then to such other Court sitting in said county and having subject matter jurisdiction). The parties hereby consent to the jurisdiction of such Court and to the service of process outside the State of Florida pursuant to the requirements of such Court in any matter to be submitted to it, and they expressly waive the right to jury trial.
10. **RELATIONSHIP OF PARTIES:** It is understood and agreed that Contractor is acting as an independent contractor and not as Company's employee in the performance of the Service, although Company shall have the right to make recommendations concerning the procedures employed by Contractor in performing the Services. Nothing herein contained shall be deemed to create an agency relationship between Company and Contractor.
11. **MISCELLANEOUS PROVISIONS:** The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Company by Contractor from any and all claims, demands, and courses, of action whatsoever which Contractor may have against Company. The terms and provisions of this agreement constitute the

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entire agreement between the parties hereto with respect to the subject matter of this agreement and supersede all previous communications, representations or agreements, whether oral or written, between the parties relation to such subject matter. No change, alteration, or modification of this agreement shall be effective unless made in writing and signed by both parties hereto. If any provision of this agreement is deemed invalid, it shall be considered deleted and shall not invalidate the remaining provisions.

12. NO OFFER: This instrument does not constitute an offer by Company and may be withdrawn at any time. When executed by Contractor and delivered to Company, it shall constitute an offer by Contractor to Company irrevocable for a period of ten (10) days after receipt by Company and upon executing by Company shall constitute a binding agreement between the parties.
13. CONFLICT: If any of the terms of these General Terms and Conditions conflict with any of the terms of the basic provisions, the basic provisions shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year written below.

AGREED AND ACCEPTED:

Contractor Representative:

Wil the Photographer, LLC.

By: _____
_____ (print name)

By: _____
_____ (print name)

Date: _____

Date: _____