Photography and 3d Scanning Contract

1. THE PARTIES. This Service Contract (the "Agreement") made on the effective date of:

Date: _____(mm/dd/yyyy)

is by and between:

Photographer: The Artifact Research Institute, 6421 N. Lena Place, Tucson, AZ 85741.

and Client (Name and Address): _____.

The Service Provider and the Client are each referred to as a "Party" and, collectively, as the "Parties." IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

2. TERM. The term of this Agreement shall commence on (mm/dd/yyyy) and terminate: (check one)

□ - On the date of _____ (mm/dd/yyyy).
□ - Upon completion of the Services performed.
□ - Other: _____.

3. SERVICES. The Service Provider agrees to provide the following: Hereinafter known as the "Services." The address where the services will be completed is:
_____. The Service Provider guarantees that they shall perform the Services in compliance with the policies, standards, and regulations of the Client, including local, state, and federal laws, and to the best of their abilities.

4. PAYMENT AMOUNT. The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement: (check all that apply)
□ - Per Hour. $_____ / hour.
□ - Per Job. $_____ for the completion of the Services.
□ - Other: _____.

Hereinafter known as the "Compensation."

5. PAYMENT METHOD. The Client shall pay the Compensation: (check one)
□ every week
□ every month
□ every quarter, beginning on _____ (mm/dd/yyyy).
□ Upon completion of the Services performed.

☐ - Upon the Client receiving an invoice from the Service Provider.

☐ - Other: _____

6. RETAINER. The Client is: (check one)

☐ - REQUIRED to pay a Retainer in the amount of $_____ to the Service Provider as an advance on future Services to be provided (the "Retainer"). The Retainer is: (check one)

      ☐ - Refundable.

      ☐ - Non-Refundable.

☐ - NOT REQUIRED to pay a Retainer before the Service Provider is able to provide Services.

7. TERMINATION. In the event of a material breach, either party may terminate this Agreement prior to the end of the term by providing _____ days' written notice to the defaulting party.

8. COPYRIGHT AND OWNERSHIP. All photographs taken by the Service Provider shall remain the property of the Service Provider and may not be used, reproduced, or distributed without Service Provider's written consent. The Client may use the photographs for personal, non-commercial purposes.

9. MODEL RELEASE. The Service Provider shall have the right to use the photographs taken for advertising, marketing, and other promotional purposes.

10. INSPECTION OF SERVICES. Any Compensation shall be subject to the Client inspecting the completed Services provided by the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

11. TIME IS OF THE ESSENCE. The Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

12. LIABILITY. If the Service Provider is unable to perform the services described in Section 3 due to any cause outside of their control, such as fire, flood, casualty, act of God, illness, or any other reasonable cause outside of the Service Provider's control or expectation, the Client agrees to indemnify the Service Provider for any loss damage or liability; however, the Service Provider will return all payments made by the Client in relation to the services. The Client agrees to indemnify and hold harmless the Service Provider for any liability, damage, or loss related to technological failure.

13. MUTUAL INDEMNIFICATION. Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any

claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

14. CONFIDENTIALITY. The Service Provider acknowledges and agrees that all of the Client's financial and accounting records, lists of property, including amounts paid, client and customer lists, and any other data and information related to the Client's business is confidential (the "Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, the Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with prior written consent from the Client.

a) Return of Documents. The Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that should they breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.

c) No Release. The Service Provider agrees that the termination of this Agreement shall not release them from the obligations in this Section.

15. TAXES. The Service Provider shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Service Provider hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Service Provider's account, and the Service Provider hereby agrees to pay such taxes. Further, the Service Provider is solely responsible for the withholding of income taxes of the Service Provider's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

16. INDEPENDENT CONTRACTOR STATUS. The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Service Provider or their employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Service Provider agrees and represents that:

a) The Service Provider has the right to perform Services for others during the term of this Agreement;
b) The Service Provider has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;

c) The Service Provider shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed;

d) The Service Provider has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;

e) Neither the Service Provider nor the Service Provider's employees or personnel shall be required to wear any uniforms provided by the Client;

f) The Services required by this Agreement shall be performed by the Service Provider or the Service Provider's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Service Provider;

g) Neither the Service Provider nor the Service Provider's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and

h) Neither the Service Provider nor the Service Provider's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Agreement.

17. SAFETY. The Service Provider shall be solely responsible for protecting its employees, subservice providers, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

18. ALCOHOL AND DRUGS. The Service Provider agrees that the presence of alcohol and drugs is prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.

19. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

20. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, claims identified in Section 13, equitable relief under Section 14, and as otherwise permitted by this Agreement or by law.

21. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

22. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

23. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

24. ADDITIONAL TERMS AND CONDITIONS. (if applicable)

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

Client's Signature:

Date:

Print Name:

Photographer's / Scanner Signature:

Date:

Print Name: