

PHOTOGRAPHY AND DATING PROFILE SERVICES AGREEMENT

This Agreement is made on _____, 20____ (the "Effective Date") between:

Nikita Sokolsky, a sole proprietor doing business as **GetDatingPhotos.com**, based in Seattle, Washington (the "Photographer"); and

_____ (the "Client"), an individual residing in the State of _____.

Each a "Party" and together the "Parties."

1. Services

The Photographer will provide the Client with the following services (together, the "Services"):

- In-person wardrobe shopping with the Client on Day 1.
- A three-day photoshoot at multiple locations.
- All Photofeeler testing credits needed to evaluate photos during and after the shoot.
- Approximately 50 edited photos delivered as final output.
- Selection of one (1) primary photo and a curated final six, intended to be used on a dating profile, with female-curator review of the final set.
- Written text of dating profile bio and question prompts.
- Two (2) weeks of follow-up support after the profile goes live, including adjustments to photo order, prompts and opener strategy.
- Delivery of all final edited photos in JPEG format, plus the underlying RAW files on request.

2. Schedule and Location

The shoot will take place over three (3) consecutive days beginning _____, 20____ in the _____ metropolitan area, at locations the Parties select together. Each shoot day will start at approximately 9:00 a.m. local time and run through sunset, with breaks. The first day of the shoot is referred to in this Agreement as "Day 1."

2.1 Travel booking. The Photographer will book his own flights and lodging about seven (7) days before Day 1, paid for out of the travel fee in Section 3. He waits until then so he can (a) check the National Weather Service forecast for the shoot dates and (b) confirm with the Client that the dates still work. Travel is treated as "booked" once the Photographer has paid for non-refundable flights or lodging.

2.2 Bad forecast at booking time. If the forecast at the time of booking shows heavy rain, severe weather or unusually high heat across the shoot dates, the Photographer will not book travel. He will tell the Client and propose new dates. The Client may accept the new dates or end this Agreement and receive a full refund of all amounts paid.

3. Fees and Payment

The Client will pay the Photographer the following fees:

Item	Amount
Service fee (3-day rebuild)	\$2,000.00
Travel fee	\$_____
Total contract amount	\$_____

Payment schedule:

- The travel fee is due on signing of this Agreement. The refundability is governed by Section 8.
- The \$2,000.00 service fee is due no later than the start of Day 1.
- Payment may be made by Paypal, Venmo, Zelle, wire transfer or another method the Parties agree to in writing. The Client pays any fees his bank or payment provider charges.

4. Wardrobe and Other Client Costs

Separately from the fees in Section 3, the Client pays for:

- Wardrobe purchases. The Client decides what to buy in consultation with the Photographer and pays the retailer directly.
- Grooming costs the Photographer recommends before the shoot, including haircut, beard trim and skincare items.
- Any third-party services the Client elects to add (for example, a venue rental fee).
- Any Photofeeler tests the Client requests beyond what the Photographer needs to evaluate the primary photo for the guarantee in Section 5.

5. The 9.0+ Photofeeler Guarantee

5.1 What is guaranteed. After the shoot, the final primary photo recommended by the Photographer will score 9.0 or higher on the Attractive scale on Photofeeler when tested under Section 5.2. If it does not, the Photographer will refund the service fee under Section 5.3.

5.2 Test protocol. Within seven (7) days after the last shoot day, the Photographer will upload the final recommended primary photo to Photofeeler and run one test of forty (40) blind votes from female voters in the Client's target age range, as agreed during the consultation. The score Photofeeler returns is final.

5.3 What happens below 9.0. If the test in Section 5.2 returns an Attractive score below 9.0, the Photographer will refund the \$2,000.00 service fee in full to the Client within fourteen (14) days of the test result. The Client keeps all delivered photos and may continue to use them.

5.4 What is not refunded. The travel fee, the Client's wardrobe spend, grooming costs and any other third-party costs are not refunded under this guarantee. The two-week follow-up support and every other part of the Services remain available to the Client even after a refund.

5.5 Conditions on the guarantee. The guarantee applies only if the Client (a) follows the Photographer's pre-shoot grooming guidance in good faith, (b) attends all three shoot days and (c) does not insist on designating a primary photo other than the one the Photographer recommends after Photofeeler testing. If the Client overrides that recommendation and selects a different primary photo, the guarantee does not apply to the photo the Client picks.

5.6 No other refunds. Other than the refund described in this Section 5 and any refund owed under Section 8, the fees in Section 3 are non-refundable once the shoot has begun.

6. Photo Ownership, License and Privacy

6.1 Client ownership. On full payment of the service fee, the Photographer assigns to the Client all right, title and interest in the final edited photos and the underlying RAW files of the Client. The Client may use, edit, publish, license or destroy them without further permission from the Photographer.

6.2 Photographer's portfolio license. The Client grants the Photographer a non-exclusive, royalty-free license to use the Client's photos for the Photographer's portfolio, marketing and case studies (including on getdatingphotos.com and related social channels) only if the Client gives separate written consent (email is enough). Without that consent, the Photographer will not publish or share the Client's photos.

6.3 Privacy. The Photographer treats the Client's identity, photos, dating profiles, message history and any personal information shared during the engagement as confidential. He will not disclose any of it to third parties except: (a) Photofeeler voters, who see only the photo and no information identifying the Client; (b) the female curator who reviews the final photo set, who is bound to confidentiality; or (c) where disclosure is required by law.

7. Client Cooperation

The Client agrees to:

- Show up on time on each of the three shoot days, ready to work a full day.
- Follow the pre-shoot grooming guidance in good faith.
- Give the Photographer honest information about his target audience, dating goals and current dating-app usage.

8. Cancellation and Rescheduling

8.1 Client cancellation. The refund the Client receives on cancellation depends on when he cancels:

- (a) **Eight (8) or more days before Day 1.** Full refund of all amounts paid. Travel has not yet been booked, so the Photographer has no unrecoverable costs.
- (b) **Seven (7) or fewer days before Day 1, but more than 24 hours before Day 1.** The travel fee is forfeited, since travel has been booked and is non-refundable. The \$2,000.00 service fee is fully refunded.
- (c) **Less than 24 hours before Day 1.** Both fees are forfeited. No refund is owed except as provided in Section 5.

8.2 Photographer cancellation. If the Photographer cancels for any reason other than a force majeure event under Section 9, he will refund all amounts paid, including the travel fee.

8.3 Rescheduling. A reschedule request follows the same fee schedule as a cancellation under Section 8.1. A reschedule eight (8) or more days before Day 1 is free; the Parties will agree on new dates within sixty (60) days. A reschedule seven (7) or fewer days before Day 1 forfeits the original travel fee. The Client must then pay a new travel fee for the rescheduled dates. A reschedule less than 24 hours before Day 1 is treated as a cancellation under Section 8.1(c) unless the Photographer agrees in writing to a different arrangement.

9. Weather and Force Majeure

9.1 Weather during the shoot. Light rain or other minor weather will not interrupt the shoot. For heavy rain or severe weather on a shoot day, the Photographer will move the shoot indoors or, if necessary, reschedule the affected day(s) at no extra cost to the Client. (Forecast issues identified before travel is booked are handled under Section 2.2.)

9.2 Force majeure. Neither Party is liable for delay or non-performance caused by events outside reasonable control, including illness, severe weather, transit shutdowns, government action or natural disasters. The Parties will reschedule in good faith. If rescheduling is not possible within ninety (90) days, the Client is entitled to a refund of all amounts paid, less any out-of-pocket travel costs the Photographer has already incurred and cannot recover from the carrier or hotel.

10. Independent Contractor

The Photographer is an independent contractor, not an employee of the Client. The Photographer is responsible for his own taxes, insurance and equipment.

11. Limitation of Liability

To the fullest extent allowed by the governing law in Section 13, the Photographer's total liability under this Agreement is capped at the total fees the Client has actually paid to the Photographer under this Agreement. Neither Party is liable to the other for indirect, consequential or incidental

damages, including lost dating opportunities or lost time. Nothing in this Section limits liability for fraud, willful misconduct or any liability that cannot be limited under the governing law.

12. No Outcome Guarantee

The Photographer does not guarantee any specific outcome on dating apps, including the number of matches, dates or relationships. The only outcome-based guarantee is the Photofeeler score guarantee in Section 5.

13. Governing Law and Disputes

This Agreement is governed by the laws of the State of _____, without regard to its conflict-of-laws rules. The Parties will try to resolve any dispute by good-faith discussion before pursuing any other remedy. Any unresolved dispute will be brought exclusively in the state or federal courts located in _____ (county and state). Each Party consents to personal jurisdiction there.

14. Notices

Notices under this Agreement are effective when sent by email to the addresses below, with confirmation of receipt:

- Photographer: **nikita@getdatingphotos.com**
- Client: _____

15. Entire Agreement; Amendments

This Agreement is the entire agreement between the Parties on this subject and replaces any prior discussions or proposals. It may be amended only in writing signed by both Parties (an email exchange showing both Parties' written agreement counts as a writing).

16. Severability

If any part of this Agreement is held unenforceable, the rest stays in effect. The unenforceable part will be modified to the minimum extent needed to make it enforceable.

17. Signatures

By signing below, each Party agrees to be bound by this Agreement as of the Effective Date.

Nikita Sokolsky — Photographer
GetDatingPhotos.com

Date

Client signature
Print name: _____

Date