

Services & License Agreement

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This Services & License Agreement (the "Agreement") is made on _____ (the "Effective Date") between **HBTT Studio LLC**, a Michigan limited liability company, based in Detroit, Michigan ("HBTT Studio," "we"), and the client named below ("Client," "you").

Client legal name: _____

Property / brand: _____

Address: _____

Authorized contact and email: _____

1. Services

HBTT Studio will provide the photography, videography and related creative services described in Schedule A (the "Services") and deliver the edited photographs, films and other files listed there (the "Deliverables"). Anything not listed in Schedule A, including additional shoot time, scenes, deliverables or revision rounds, is outside the scope and will be quoted in writing before it is performed. Creative direction, composition, selection of images and editing style are within HBTT Studio's reasonable professional judgment.

2. Fees and payment

- 1. Retainer.** Client's dates are reserved only when HBTT Studio has received this signed Agreement and a retainer of 50% of the creative fee. The retainer compensates HBTT Studio for holding the dates and declining other work, and it is non-refundable except as stated in Section 5.
- 2. Balance.** The remaining balance and any unpaid expenses are due when HBTT Studio delivers the preview gallery. Final full-resolution files are released, and the license in Section 8 takes effect, only after payment in full.
- 3. Partner Retainer program.** Monthly fees are invoiced and payable in advance on the first day of each month, for the term stated in Section 17.
- 4. Late payment.** Amounts unpaid 10 days after their due date accrue interest at 1.5% per month or the highest rate permitted by law, whichever is less. Client will reimburse reasonable costs of collection, including attorneys' fees. HBTT Studio may pause work or withhold Deliverables while any amount is overdue.

5. **Currency, fees and taxes.** All amounts are in U.S. dollars. Client pays all bank, wire and transfer fees so that HBTT Studio receives the full invoiced amount. Fees exclude sales, use, value-added and similar taxes, which Client will pay where they apply. If law requires Client to withhold tax from a payment, Client will increase the payment so that HBTT Studio receives the amount it would have received without the withholding, and will provide the withholding receipt.

3. Travel and expenses

Fees include travel within 50 miles of Detroit, Michigan. For work beyond that distance, Client pays for round-trip travel for HBTT Studio's crew (economy airfare unless agreed otherwise), lodging or an on-property stay, ground transportation, baggage and equipment fees, permits, and a daily meal and incidental allowance at the published U.S. GSA rate for domestic travel or the U.S. State Department rate for international travel. Estimated travel costs are invoiced with the retainer and paid before travel is booked. Travel days are billed at 50% of the day rate. Other third-party costs, such as talent, stylists, props or location fees, are billed at cost with Client's prior approval.

4. Client responsibilities

1. Approve the final shot list and schedule at least 7 days before the first shoot day.
2. Have each space cleaned, styled and available at its scheduled time, and provide an on-site contact with authority to open spaces and make decisions.
3. Arrange any permits, access or approvals the property itself requires, and tell HBTT Studio in writing about any areas, artworks, trademarks or people that must not be photographed.
4. Help HBTT Studio obtain signed releases from staff and guests who appear identifiably (Section 11).
5. Delays of more than 30 minutes caused by Client are billed at the hourly rate in Schedule A. If a delay prevents completion of the shot list, HBTT Studio is not responsible for the missing Deliverables.

5. Cancellation, rescheduling and weather

1. **Cancellation by Client.** Client may cancel by written notice. If notice is received 30 or more days before the first shoot day, HBTT Studio keeps the retainer and will apply it to a new date within 6 months, subject to availability. From 14 to 29 days before, 50% of the creative fee is due. Fewer than 14 days before, or at any time after the shoot has begun, 100% of the creative fee is due. In every case Client also pays non-refundable travel and third-party costs already incurred.

2. **Rescheduling.** One reschedule requested at least 30 days before the shoot is free. Later requests are treated as a cancellation, with amounts paid applied to the new date.
3. **Weather.** For outdoor work, HBTT Studio will decide with Client, no later than 24 hours before the shoot, whether forecast weather requires a reschedule. The first weather reschedule is free. If weather prevents shooting after the crew is on location, that day is billed at 50% of the day rate plus expenses.
4. **Cancellation by HBTT Studio.** If HBTT Studio cannot perform because of illness, injury, emergency or an event described in Section 5.5, it will offer a new date. If no acceptable date can be agreed, HBTT Studio will refund all amounts Client paid for the unperformed Services, which is Client's sole remedy.
5. **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, severe weather, epidemics, government orders, travel disruptions, civil unrest or loss of utilities. Payment obligations for work already performed are not excused.

6. Delivery and revisions

HBTT Studio will deliver preview selects within 72 hours after the last shoot day, final edited photographs within 10 business days (15 for Campaign projects), and films within 15 business days, measured from the later of the last shoot day or receipt of all materials HBTT Studio needs from Client. Films include one round of consolidated revisions requested within 10 days of delivery; further revisions are billed at \$150 per hour. Requests for new footage, new scenes or reshoots are new Services. Unedited or RAW files are not Deliverables. HBTT Studio will keep an archive of final files for 12 months after delivery and is not responsible for files after that period.

7. Ownership and copyright

HBTT Studio owns all copyright and other rights in the photographs, footage, films and other works it creates under this Agreement (the "Work"). The Work is not a "work made for hire," and nothing in this Agreement assigns or transfers ownership to Client unless the parties sign a separate written buy-out addendum.

8. License to Client

1. **Grant.** Upon payment in full, HBTT Studio grants Client a non-exclusive, non-transferable, worldwide license to reproduce, display and distribute the Deliverables for 2 years from the date each Deliverable is delivered, solely to promote the property named above through Client's owned channels: its websites, online travel agency and booking listings, owned social media accounts, email marketing, printed collateral, in-property displays and press kits sent directly by Client.

2. **Contractors.** Client's web developers, agencies and booking platforms may use the Deliverables only on Client's behalf and only for the uses in Section 8.1.
3. **Uses that need an extended license.** Paid advertising and boosted or sponsored posts; use by third parties for their own purposes, including tour operators, travel agencies, other brands and media syndication; use for any other property or business; resale or sublicensing; and use after the license term. HBTT Studio will quote each extended use in writing. Standard rates: 35% of the creative fee for each extended use category per term; exclusivity (Section 10.2) 40%; and a full buy-out of the Deliverables from 200% of the creative fee.
4. **Renewal.** HBTT Studio will invoice renewal 60 days before each term ends. Client may renew for another 2-year term for 50% of the original creative fee, paid before the term ends. When a term ends without renewal, Client will stop new uses; materials printed during the term may be used until exhausted.
5. **Use without a license.** Any use after a term ends, or outside Section 8.1 without an extended license, is billed as a license fee of three times the applicable renewal or extended license rate, without limiting HBTT Studio's other rights and remedies.
6. **Credit.** Where a credit is customary, such as editorial or press use, Client will credit "HBTT Studio."

9. Restrictions

Client will not, without HBTT Studio's written consent: (a) sell, license or give the Deliverables to others except as allowed in Section 8; (b) register any Deliverable as part of a trademark or claim authorship of it; (c) edit films, or materially alter photographs beyond cropping, resizing and format conversion; (d) remove copyright information or metadata; or (e) use any Deliverable to train, fine-tune or prompt an artificial intelligence or machine learning system, or to generate synthetic or altered versions of the Work.

10. HBTT Studio's retained rights

1. **Portfolio and resale.** HBTT Studio may display the Work in its portfolio, website, social media, proposals, competitions and publications, and may name Client as a client. HBTT Studio may also sell prints of the Work and license it to others, including as stock and to travel media and tourism organizations, except that during Client's license term HBTT Studio will not license images that show the property's name, logo or distinctive interiors to another hotel, resort or lodging business.
2. **Exclusivity.** If Client purchases exclusivity, HBTT Studio will not sell or license images that identify the property to anyone other than Client during the license term, but keeps its portfolio rights.

3. **Embargo.** If Client requires an embargo, it will be stated in Schedule A, and HBTT Studio will not publish or license the Work before the embargo date.

II. Releases and property content

HBTT Studio will obtain signed model releases from any talent it engages, and will provide release forms for staff and guests. HBTT Studio will not knowingly deliver images in which a guest is identifiable without a signed release. Client warrants that it has authority to permit photography and filming of the property, and it will sign HBTT Studio's Property Release. Client is responsible for any artwork, designs, trademarks or other third-party content present at the property and for materials Client provides, such as logos, music or copy.

12. Aerial and drone work

Aerial work is performed only by a pilot holding the certification required where the flight takes place (in the United States, an FAA Part 107 Remote Pilot Certificate) and only with any local permits required. HBTT Studio may postpone or cancel any flight for safety, weather, airspace or regulatory reasons, and doing so is not a breach of this Agreement.

13. Warranties and disclaimer

Each party warrants that it has authority to enter this Agreement. HBTT Studio warrants that the Work is original to it and, to its knowledge, does not infringe any third party's rights, excluding property content and Client materials described in Section 11. HBTT Studio does not guarantee any particular marketing result, booking volume or return on investment. Except as stated in this Section, the Services are provided without other warranties, express or implied.

14. Limitation of liability

To the fullest extent permitted by law, HBTT Studio's total liability arising from this Agreement is limited to the fees Client actually paid under it, and neither party is liable for indirect, incidental, special or consequential damages, including lost profits or bookings. If files are lost, stolen or destroyed through equipment failure, accident or other causes, HBTT Studio's only obligation is, at its option, to reshoot the affected portion at no creative fee or to refund the fees allocated to it.

15. Indemnification

Each party will defend and indemnify the other against third-party claims to the extent caused by its breach of this Agreement or its negligence or willful misconduct. Client will also indemnify HBTT Studio against claims arising from property content, Client materials, or Client's use of the Deliverables outside the license.

16. Independent contractor and insurance

HBTT Studio is an independent contractor and controls the manner and means of its work. Each party is responsible for its own personnel, equipment and insurance. HBTT Studio will provide a certificate of any insurance it carries on request.

17. Term and termination

This Agreement lasts until the Services are complete and all amounts are paid. A Partner Retainer runs for the minimum term in Schedule A and then continues month to month until either party gives 30 days' written notice. HBTT Studio may increase the monthly fee by up to 5% at the end of the minimum term and each anniversary after it, with 30 days' written notice. If Client ends a Partner Retainer before the minimum term, the fees for the rest of the minimum term are due. Either party may terminate if the other materially breaches this Agreement and does not cure the breach within 10 days after written notice. Sections 2, 5, 7 through 10 and 13 through 19 survive termination, and licenses already paid for remain in effect for their terms.

18. Confidentiality

Each party will keep confidential the other's non-public business information, including pricing, launch plans and guest information, and will use it only to perform this Agreement.

19. Governing law and disputes

This Agreement is governed by the laws of the State of Michigan, without regard to conflict-of-law rules. The parties will first try in good faith to resolve any dispute through discussion for 30 days. Any dispute not resolved will be decided by binding arbitration administered by the American Arbitration Association (or, if Client is outside the United States, its International Centre for Dispute Resolution), seated in Detroit, Michigan, and conducted in English. Either party may bring a claim in small-claims court, or seek an injunction in court to protect its intellectual property. The prevailing party is entitled to reasonable attorneys' fees and costs.

20. General

This Agreement, including Schedule A and any signed addenda, is the entire agreement between the parties on its subject and replaces any earlier proposals, rate sheets or discussions. It may be changed only in a writing signed by both parties. If any provision is unenforceable, the rest remains in effect. Client may not assign this Agreement without HBTT Studio's written consent. Notices must be in writing and sent by email to the addresses in this Agreement, with HBTT Studio's at contact@hbttstudio.com. The parties may sign electronically and in counterparts. If this Agreement is translated, the English version controls.

Signed by the parties' authorized representatives as of the Effective Date.

HBTT STUDIO

Signature

Name and title

Date

CLIENT

Signature

Name and title

Date

SCHEDULE A · PROJECT DETAILS

Package	☐ Essentials ☐ Signature ☐ Campaign ☐ Partner Retainer ☐ Custom
Shoot date(s) and hours	
Location(s)	
Deliverables	Photos: _____ Films: _____ Vertical reels: _____ Other: _____
Creative fee	\$
Retainer (50%) and due date	\$ due on signing
Balance and due date	\$ due at preview delivery
Estimated travel and expenses	\$
Hourly rate for overtime and delays	\$350 per hour
Add-ons	
License	☐ Standard 2-year owned-channel ☐ Extended (describe) ☐ Exclusivity ☐ Buy-out addendum
Partner Retainer terms	Monthly fee \$_____ Minimum term _____ months Start date _____
Portfolio embargo	☐ None ☐ Until _____
Special terms	

Client initials _____ HBTT Studio initials _____