

LEDGER™ PHOTOGRAPHY/VIDEOGRAPHY AGREEMENT

This Photography Agreement (“Agreement”) is by and between Ledger Operations Community, LLC, an Arkansas limited liability company (“Ledger”) and (“Photographer”). By signing this agreement, you agree to the terms and conditions below.

1. PHOTOGRAPHY. Ledger hereby grants to Photographer permission to rent certain portions of the property located at 240 S. Main, Bentonville, AR (the “Premises”), which portions are more particularly described in Section 2 below, in accordance with the terms and conditions herein for the sole and limited purpose of use as a restricted photography studio for Photographer (“Rental Session”).
2. RENTAL AREA. The Photographer is limited to capturing photographs in the following designated areas of the Premises only: 1st floor common space, 2nd floor community space, 6th floor common space as long as a event or booking is not using the space. Photographer shall not capture images for resell in any other portion of the Premises.
3. RENTAL TIME AND COMPENSATION. Photographer shall pay to Ledger for Photographer’s use of the Rental Area compensation at a rate of \$75.00 for the first hour of photography and an additional \$75.00 for every hour thereafter. Videographers shall pay to Ledger for Videographer’s use of the Rental Area compensation at a rate of \$150 for the first hour of videography and an additional \$150 for every hour thereafter. Photographer and Videographer shall book the Rental Area for a minimum of two hours. The Rental Area is not considered booked until payment and a signed Agreement are received by Ledger in advance of the booking. All bookings must be scheduled in advance by Ledger at its discretion. Photographer shall be responsible for ensuring that his or her use of the Rental Area does not infer with Ledger’s members’ activities and Ledger may terminate the Rental Session early if Ledger determines that Photographer is interfering with Ledger’s members’ activities.
4. PERMISSIONS. Photographer is responsible for obtaining all necessary consents for the parties filmed and photographed. If Photographer duplicates and distributes recordings from the Rental Session, Photographer agrees that these recordings shall not contain any obscene illicit, pornographic, illegal, racist, sexual, or defamatory content, or any other content that would encroach upon the rights and freedoms of another person, whether that person was a participant or not of the Rental Session.
5. ARTWORK. Photographer shall not photograph any of the artwork within Ledger. At Ledger’s discretion, a representative or team of representatives of Ledger may accompany Photographer throughout the duration of the booked Rental Session to ensure compliance with this section.

6. PROPS AND EQUIPMENT. Any equipment or props, other than the Photographer's camera and/or tripod, such as chairs, decorations, confetti, or glitter, that are used in connection with Photographer's Rental Session must be approved by Ledger prior to the Rental Session. No pets are allowed without prior written consent of Ledger.

7. GOVERNING LAW. This Agreement and any interpretations or constructions thereof shall be governed by and enforced in accordance with the State of Arkansas without regard to conflict of laws and rules. The Parties hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in all state courts located in Benton County, State of Arkansas, or the federal courts located in Washington County, Arkansas, and by the execution and delivery of this Agreement, each party hereby irrevocably and unconditionally accepts and submits to the exclusive jurisdiction of any such courts, and to all proceedings in such courts. Each party also consents that service of process in any such action or proceeding may be made upon such party by mailing a copy of the summons and the complaint to each party by registered mail, return receipt requested, at the address designated for notices to such party as provided for herein. Nothing in this Agreement shall affect either party's right to serve process in any other manner permitted by law.

8. MISCELLANEOUS.

8.1 Assignment. The Parties may not assign their rights and/or obligations under this Agreement.

8.2 Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

8.3 Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

8.4 Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.