

Nos. 22-5884, 22-5912

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**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

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CHELSEY NELSON PHOTOGRAPHY, LLC; CHELSEY NELSON,

*Plaintiffs-Appellees / Cross-Appellants,*

v.

LOUISVILLE-JEFFERSON COUNTY, KY METRO GOVERNMENT, ET AL.,

*Defendants-Appellants / Cross-Appellees.*

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On Appeal from the United States District Court  
for the Western District of Kentucky, Louisville Division  
Case No. 3:19-cv-00851

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**APPELLEES'/CROSS-APPELLANTS' MOTION FOR LEAVE TO  
SUPPLEMENT THE APPELLATE RECORD**

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*Attorneys for Plaintiffs-Appellees / Cross-Appellants*

Appellees/Cross-Appellants Chelsey Nelson Photography LLC and Chelsey Nelson (“Nelson”) file this motion to supplement the record on appeal with evidence confirming that Nelson’s claims for injunctive and declaratory relief are not moot. This motion is filed pursuant to Sixth Circuit Rule 27 and in response to Appellants/Cross-Appellees’ (“Louisville”) contentions that these claims are moot and that Nelson lacks standing to assert them. *Metro.Remand.Mot.*, ECF No. 60–1. Louisville does not consent to this motion. During the course of conferral, Nelson’s counsel agreed to provide Louisville with an extension of time through Tuesday, September 19, 2023, within which to reply to this motion, making Louisville’s response to this motion due on the same day as Louisville’s reply to its motion to remand.

The United States Supreme Court has said that “[i]t is the duty of counsel to bring to the federal tribunal’s attention ... facts that may raise a question of mootness.” *Arizonans for Off. Eng. v. Arizona*, 520 U.S. 43, 68 n.23 (1997). That Court has also encouraged appellate parties to “take pains to supplement the record in any manner necessary to enable [courts] to address with as much precision as possible any question of standing that may be raised.” *Pennell v. City of San Jose*, 485 U.S. 1, 8 (1988).

To that end, appellate courts have inherent equitable authority to supplement the record on appeal with facts relevant to their subject-matter jurisdiction. Exercising that authority, this Court and others

allow supplemental evidence to be presented on appeal addressing the question of mootness. *Davis v. Colerain Twp.*, 51 F.4th 164, 176 (6th Cir. 2022) (considering new rule change raised for first time on appeal); *Frisch's Rest., Inc. v. Shoney's Inc.*, 759 F.2d 1261, 1270–71 (6th Cir. 1985) (granting motion to supplement record on appeal and considering new contractual agreement); *Vital Pharms., Inc. v. Alfieri*, 23 F.4th 1282, 1288–91 (11th Cir. 2022) (granting motion to supplement record on appeal with new evidence of employment status); *Petrella v. Brownback*, 787 F.3d 1242, 1256 n.4 (10th Cir. 2015) (granting motion to supplement record on appeal with new events and new policy).

In *American Society of Journalists and Authors, Inc. v. Bonta*, for example, the Ninth Circuit granted the plaintiffs' motion to supplement the record on appeal "with declarations showing that" an amendment to a law "did not moot th[eir] appeal." 15 F.4th 954, 960 n.5 (9th Cir. 2021). The plaintiffs were two organizations representing freelance writers, photographers, and others. *Id.* at 957. In granting their motion to supplement, that court allowed the plaintiffs to offer six different declarations from its individual members explaining—for the first time—how the amended law affected them. *See* Decls. of Randy Dotinga, Jobeth McDaniel, Miriam Raftery, Justin Stewart, Susan Valot, and Brian Feulner in Supp. of Mot. to Suppl. the Record, *Am. Soc'y of Journalists & Authors, Inc. v. Bonta*, 15 F.4th 954 (9th Cir. 2021) (No. 20-55734), ECF Nos. 9–2, 9–3, 9–4, 9–5, 9–6, 9–7.

Consistent with this practice, Nelson requests that the record on appeal be supplemented to include facts confirming the ongoing harm she faces as a result of Louisville's law. Louisville's only argument on mootness and standing turns on Nelson's move out-of-state. Metro.Mot.3-4, 6-7. Supplemental evidence refutes this argument.

As the supplemental evidence explains, Nelson's studio is still based in Louisville, and she has no present intention of reincorporating elsewhere. Decl. of Chelsey Nelson in Supp. of Mot. to Suppl. Record on Appeal (Nelson Supp. Decl.), ¶¶ 2-5, 18-19. Consistent with the record below, Nelson continues to solicit business in Louisville. *Id.* at ¶¶ 16-23. Her website and social media sites target Louisville and will continue to do so. *Id.* at ¶¶ 9-16. And Nelson still receives requests for services from people in Louisville. *Id.* at ¶ 24.

Nelson contracted with a digital marketing specialist who lives in Louisville to develop a strategy to attract clients there. *Id.* at ¶ 21; Ex. B. She did so to "attract Louisville-based leads that [Nelson] can convert into wedding celebration or boutique editing services clients." Ex. B. This arrangement makes sense because Nelson spent almost seven years developing her business in Louisville and she desires to maintain relationships there. Nelson Supp. Decl., ¶ 8. Nelson likewise intends to return to photograph Louisville weddings. *Id.* at ¶ 20.

Nelson's studio remains active. Just last month, she photographed a wedding in Mississippi. *Id.* at ¶¶ 26-27. This month, she

photographed another wedding in Florida. *Id.* at ¶¶ 28–29. And Nelson remains under contract to provide boutique editing services for a wedding photographer client through the end of this year. *Id.* at ¶ 30. With that contract, Nelson will have edited about 40 weddings for that client alone. *Id.*

As this evidence confirms, Nelson still needs prospective relief to stop Louisville from enforcing its law against her studio because she continues to operate her studio in Louisville, advertise there, and solicit business from Louisville residents. Even if this Court remanded for the district court to conduct limited discovery and to determine whether injunctive and declaratory relief is appropriate, it should first decide Nelson’s claim for damages, including the merits. But a remand is unnecessary. The supplemental evidence comes under oath with supporting documentation. Louisville has been clear about how it interprets its law. More fact-finding won’t change the material facts, which are not disputed.

If this Court believes that additional facts beyond the existing record are necessary to resolve Nelson’s entitlement to injunctive and declaratory relief, Nelson respectfully requests that this Court supplement the record to include the facts contained in the attached declaration and supporting documents.

Dated: August 25, 2023

Respectfully submitted,

*s/John J. Bursch*

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Appellees / Cross-Appellants*

## CERTIFICATE OF COMPLIANCE

This motion complies with the word limit of Fed. R. App. P. 27(d)(2)(A) because it contains 944 words, excluding parts of the motion exempted by Fed. R. App. P. 32(f) and 6 Cir. R. 32(b).

This motion complies with Fed. R. App. P. 27(d)(1)(E) and the typeface requirements of Fed. R. App. P. 32(a)(5) and the type-style requirements of Fed. R. App. P. 32(a)(6) because it has been prepared in Word 365 using a proportionally doubled-spaced typeface, 14-point Century Schoolbook.

Dated: August 25, 2023

*s/John J. Bursch*  
\_\_\_\_\_  
John J. Bursch

*Attorney for Plaintiffs-  
Appellees / Cross-Appellants*

**CERTIFICATE OF SERVICE**

I hereby certify that on August 25, 2023, I electronically filed the foregoing motion with the Clerk of the Court for the United States Court of Appeals for the Sixth Circuit by using the appellate CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

*s/John J. Bursch*  
\_\_\_\_\_  
John J. Bursch

*Attorney for Plaintiffs-Appellees / Cross-Appellants*

Nos. 22-5884, 22-5912

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**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

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CHELSEY NELSON PHOTOGRAPHY, LLC; CHELSEY NELSON,

*Plaintiffs-Appellees / Cross-Appellants,*

v.

LOUISVILLE-JEFFERSON COUNTY, KY METRO GOVERNMENT, ET AL.,

*Defendants-Appellants / Cross-Appellees.*

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On Appeal from the United States District Court  
for the Western District of Kentucky, Louisville Division  
Case No. 3:19-cv-00851

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**DECLARATION OF CHELSEY NELSON IN SUPPORT OF  
MOTION TO SUPPLEMENT RECORD ON APPEAL**

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I, Chelsey Nelson, hereby declare as follows:

1. I am over the age of 18 and competent to testify, and I make this declaration based on my personal knowledge.

2. As I stated in a previous declaration filed with the district court, I launched Chelsey Nelson Photography in May 2016 as a sole proprietorship in Louisville, Kentucky. Nelson Decl. ¶¶38–41, R.92–2, PageID#2837.

3. As I stated in a previous declaration filed with the district court, I organized Chelsey Nelson Photography as an LLC and filed

Chelsey Nelson Photography LLC's Articles of Organization in 2019. Nelson Decl. ¶¶44–54, R.92–2, PageID#2838–2939.

4. As indicated in the Articles of Organization and Operating Agreement filed with the district court, Chelsey Nelson Photography LLC is organized under Kentucky law. Articles of Organization, R.92–5, PageID#2906; Operating Agreement, R.92–5, PageID#2907–2913.

5. As indicated in the Articles of Organization filed with the district court, Chelsey Nelson Photography LLC's mailing address is located in Louisville. Articles of Organization, R.92–5, PageID#2906.

6. As I stated in a previous declaration filed with the district court, I am the sole owner, member, employed photographer, editor, and blogger for Chelsey Nelson Photography LLC. Nelson Decl. ¶¶39, 46, R.92–2, PageID#2837, 2939.

7. In April 2023, I moved to Florida because my husband started a new job there.

8. But for almost seven years, I built my photography business in Louisville, developed personal and professional contacts there, targeted and directed my services into the Louisville market, and developed a profound and meaningful personal connection to Louisville.

9. For example, as indicated on the About Me section of my studio's website, which was filed with the district court and is available at <https://www.chelseynelson.com/about>, I describe myself as “a

Louisville, Kentucky photographer and private photo editor.” About Me, R.92–5, PageID#2914.

10. As indicated on the Contact section of my studio’s website, which was filed with the district court and is available at <https://www.chelseynelson.com/about>, I describe myself as “a Louisville, Kentucky photographer and private photo editor.” Contact, R.92–5, PageID#2917.

11. As indicated at the bottom of each of my blogs (many of which were filed with the district court) available at <https://www.chelseynelson.com/blog>, I reference “Louisville, Kentucky.” Blogs, R.92–5, PageID#2937–2993.

12. Likewise, as indicated by the blogs filed with the district court, many of my blog posts about engagements and weddings reference particular locations in Louisville, Kentucky. *Id.*

13. As indicated on my wedding celebration services section of my studio’s website, which was filed with the district court and is available at <https://www.chelseynelson.com/weddings>, I describe myself as “a Louisville, Kentucky photographer and private photo editor” and reference “Louisville, Kentucky” at the bottom of the page. Weddings, R.92–5, PageID#2925–2928.

14. As indicated on my boutique editing services section of my studio’s website, which was filed with the district court and is available at <https://www.chelseynelson.com/weddings>, I describe myself as “a

Louisville, Kentucky photographer and private photo editor” and reference “Louisville, Kentucky” at the bottom of the page. Editing, R.92–5, PageID#2929–2932.

15. As indicated by several Instagram posts filed with the district court, I use hashtags including #louisvilleweddingphotographer, #louisvillebride, #mykentuckybride. Instagram, R.92–6, PageID#2997, 2999, 3002, 3004.

16. On an Instagram post I recently posted to my studio’s Instagram page (available at <https://www.instagram.com/p/CvIfJ0-OcA6/?hl=en>) I used hashtags including #louisvillebride, #louisvilleweddingphotographer, and #mykentuckybride.

17. Based on my relationships in Louisville, the majority of the wedding celebration services I have provided have taken place in Louisville, as indicated in my supplemental interrogatory responses. A true and correct redacted copy of the relevant portion of those responses is attached as Exhibit A.

18. I have no present intention of formally reincorporating Chelsey Nelson Photography LLC in another state, but I will register to do business in Florida consistent with Florida law.

19. I also intend to maintain Chelsey Nelson Photography LLC’s mailing address in Louisville.

20. I will return to Louisville to provide wedding celebration services when hired.

21. To that end, I contracted with a digital marketing specialist who lives in Louisville to develop a strategy to attract clients in Louisville. A true and correct redacted copy of that agreement is attached as Exhibit B.

22. I also intend to continue to advertise in, solicit business in, and direct marketing to Louisville by, among other things, continuing to reference Louisville, Kentucky on Chelsey Nelson Photography LLC's website, my blogs posted on that website, and my social media posts.

23. I intend to brand myself as a Louisville- *and* Tallahassee-based photographer on my studio's website and reference my availability and interest in photographing engagements and weddings in each location.

24. In that respect, I continue to receive inquiries through Chelsey Nelson Photography LLC's website and from other sources for photography services—including from people in Louisville.

25. Indeed, Chelsey Nelson Photography LLC remains active and I continue to serve the Louisville market as well as the market in Tallahassee.

26. On July 7, 2023 and July 9, 2023, I provided wedding celebration services—including creating engagement photographs and wedding photographs—for a wedding in Mississippi. A true and correct redacted copy of that contract is attached as Exhibit C.

27. Because I always include a blog post celebrating each wedding that I photograph as part of my wedding celebration services, I intend to post a blog post about this wedding within the next month or so.

28. On August 5, 2023, I photographed a wedding in Tallahassee, Florida. A true and correct redacted copy of that contract is attached as Exhibit D.

29. Because I always include a blog post celebrating each wedding that I photograph as part of my wedding celebration services, I intend to post a blog post about this wedding within the next month or so.

30. I also remain under contract with an existing wedding photographer client to provide boutique editing services for her. This contract extends through the end of the year, and I hope to renew it thereafter. In total, through this current contract and my prior work with this client, I will have edited about 40 weddings for this client alone. A true and correct redacted copy of that contract is attached as Exhibit E.

31. I haven't updated my studio's website to reflect my recent move to Tallahassee because of the busyness of moving my family to a new state and helping my husband prepare for his new job. But I intend to update my studio's website to explicitly note that I serve clients in the Louisville and Tallahassee areas through my wedding celebration

and boutique editing services, and that I direct and target my marketing to the Louisville and Tallahassee areas, while otherwise keeping my website largely the same.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 25, 2023.



Chelsey Nelson

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION**

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**CHELSEY NELSON  
PHOTOGRAPHY LLC and  
CHELSEY NELSON,**

**Plaintiffs,**

**v.**

**LOUISVILLE/JEFFERSON  
COUNTY METRO GOVERNMENT,  
et al.,**

**Defendants.**

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**Case No. 3:19-cv-00851-BJB-CHL**

**Plaintiffs' Fourth Supplemental  
Response to Defendants' First Set  
of Discovery Requests to Plaintiffs**

Under Rules 33 and 34 of the Federal Rules of Civil Procedure, Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson supplement their responses as follows to Defendants' First Set of Discovery Requests to Plaintiffs.

**Definitions**

Plaintiffs incorporate their previous objections to “Definitions” identified in Plaintiffs’ Response to Defendants’ First Set of Discovery Requests to Plaintiffs by reference.

**Instructions**

Plaintiffs incorporate their previous objections to “Instructions” identified in Plaintiffs’ Response to Defendants’ First Set of Discovery Requests to Plaintiffs by reference.

### Interrogatories

Interrogatory No. 6: Identify all persons for whom you have provided professional (i.e. paid/compensated) photography services, state the approximate date(s) the services were provided, and describe the services provided to each client (e.g., wedding, family portraits, commercial editing, etc.).

Response: Ms. Nelson has been hired as a second shooter by other wedding photographers. In her role as a second shooter, Ms. Nelson exercised her editorial discretion to create photographs on behalf of the primary wedding shooter. In this role, Ms. Nelson photographed the pre-wedding stage, the wedding ceremony, and/or the wedding reception. Ms. Nelson has worked as a second shooter for the following wedding photographers:

1. Danelle [REDACTED]  
Contact information: [REDACTED]  
Approximate date: November 2016
2. Shaelynn [REDACTED]  
Contact information: [REDACTED]  
Approximate date: October 2016 and August 2017
3. Cheryl [REDACTED]  
Contact information: <https://www.linkedin.com> [REDACTED]  
Approximate date: June 2017
4. Haley [REDACTED]  
[REDACTED] New Albany, IN 47150  
[REDACTED]@gmail.com  
Approximate date: January 2018 and June 2018
5. Lauren [REDACTED]  
[REDACTED] Fort Thomas, KY 41075  
[REDACTED]@laurenwphotography.com  
Approximate date: November 2017

Plaintiffs provided wedding celebration services for the following clients:

1. Annie and Andrew [REDACTED]

[REDACTED]  
 [REDACTED] Louisville, KY 40245; [REDACTED]  
 [REDACTED] Lexington, KY 40502  
 [REDACTED]@gmail.com; [REDACTED]@uky.edu  
 Approximate date: August 4, 2018 and May 20, 2018

2. Jessica and Tim [REDACTED]  
 [REDACTED] Jeffersonville, IN 47130; [REDACTED] Louisville, KY  
 40220  
 [REDACTED]@yahoo.com; [REDACTED]@gmail.com  
 Approximate date: December 1, 2018 and June 18, 2018
3. Emily and Daniel [REDACTED]  
 [REDACTED] Louisville, KY 40217  
 [REDACTED]@gmail.com; [REDACTED]@gmail.com  
 Approximate date: October 5, 2019 and October 18, 2018
4. Kelsey and Andrew [REDACTED]  
 [REDACTED] Fort Thomas, KY 41075; [REDACTED]  
 Lexington, KY 40509  
 [REDACTED]@gmail.com; [REDACTED]@gmail.com  
 Approximate date: October 26, 2019 and November 4, 2018
5. Shelby and Brennen [REDACTED]  
 [REDACTED] Brentwood, TN 37027  
 [REDACTED]@gmail.com; [REDACTED]@gmail.com  
 Approximate date: November 30, 2019 and June 5, 2019

Plaintiffs provided boutique editing services for the following clients:

1. Lindsey [REDACTED]  
 Wedding editing.  
 April 2017 - January 2018  
 [REDACTED]  
 [REDACTED] Louisville, KY 40299
2. Jodie [REDACTED]  
 Wedding and branding/commercial editing.  
 September 2018 - May 2019  
 [REDACTED]  
 [REDACTED] Kernersville, NC 27284

3. Laura [REDACTED]  
Wedding and family portrait editing.  
September 2018 - December 2018  
[REDACTED] Louisville, KY 40220

4. Amanda [REDACTED]  
Wedding editing.  
December 2018 - present (current client)  
[REDACTED] Raleigh NC 27613

Plaintiffs also provided family and birth photography to the following persons, but does not provide this service to the general public and does not solicit or accept the patronage of this service from the general public:

1. Caleb [REDACTED]  
Family photography.  
August 3, 2017  
[REDACTED]@gmail.com  
[REDACTED] Louisville, KY 40206

2. Megan [REDACTED]  
Birth photography.  
March 27, 2019  
[REDACTED]@gmail.com  
[REDACTED] Salem, IN 47167

3. Donna [REDACTED]  
Family photography.  
11/18/18 and 11/27/20  
Unknown address.  
[REDACTED]@gmail.com

4. Shrea [REDACTED]  
Family photography.  
11/18/18  
[REDACTED]@gmail.com

[REDACTED] Jeffersonville, IN

5. Victoria [REDACTED]  
Family photography.  
2016  
Unknown address, email address, and telephone number.

**Second Supplemental Response:** Ms. Nelson has been hired as a second shooter by other wedding photographers. In her role as a second shooter, Ms. Nelson exercised her editorial discretion to create photographs on behalf of the primary wedding shooter. In this role, Ms. Nelson photographed the pre-wedding stage, the wedding ceremony, and/or the wedding reception. Ms. Nelson has worked as a second shooter for the additional following wedding photographers:

1. Laura [REDACTED]  
[REDACTED] Louisville, KY 40220  
Approximate dates: 2016, 2017, 2018
2. Lindsay [REDACTED]  
[REDACTED] Louisville, KY 40299  
Approximate dates: 2017

**Fourth Supplemental Response:** Ms. Nelson has been hired as a second shooter by other wedding photographers. In her role as a second shooter, Ms. Nelson exercised her editorial discretion to create photographs on behalf of the primary wedding shooter. In this role, Ms. Nelson photographed the pre-wedding stage, the wedding ceremony, and/or the wedding reception. Ms. Nelson has worked as a second shooter for the additional following wedding photographers:

1. Gary and Melissa [REDACTED]  
[REDACTED]  
Approximate dates: 2017

2. Alicia [REDACTED]

Approximate dates: 2017

### **Document Requests**

**Request No. 16:** All documents relating to your allegations in Paragraph 231 of the Complaint (“If Chelsey stopped providing wedding celebration and boutique editing services for weddings, she would lose eighty-nine percent of Chelsey Nelson Photography’s income.”).

**Response:** Plaintiffs produce responsive documents CNP 00399-00453.

**Fourth Supplemental Response:** Plaintiffs produce responsive documents CNP 00669-00675.

Respectfully submitted this 16th day of March, 2021.

By: s/ Bryan D. Neihart

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 16, 2021, a copy of the foregoing was served by email on the following:

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*Attorneys for Defendants*

By: s/ Bryan D. Neihart

# **EXHIBIT B**



# Chelsey Nelson Photography

Chelsey Nelson Photography, LLC

## Digital Marketing Agreement

Entered into on Mar 22, 2023 .

Parties:

Chelsey Nelson Photography LLC

Known as "Photographer"

and

Bekah [REDACTED]

Known as "Digital Marketing Specialist"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

### Purpose of the Agreement

Photographer wishes to hire Digital Marketing Specialist to provide services relating to social media marketing targeting the Louisville, Kentucky area. The purpose of this service is to attract Louisville-based leads that Photographer can convert into wedding celebration or boutique editing services clients. All work performed by Digital Marketing Specialist for the Photographer shall be governed by this Agreement. In exchange for adequate and valuable consideration, the Parties agree to this Agreement as follows:

### Services

Digital Marketing Specialist shall provide Photographer with the following services ("Services"): content marketing strategies, including but not limited to strategies on generating active audience participation from the Louisville area, attracting leads and requests for wedding celebration or boutique editing services that ultimately convert to customers from the Louisville area, tailoring marketing to Louisville-based clients, creating high-quality and engaging content, creating a social media posting schedule; implementation of said strategies, analysis of effectiveness of said strategies, social media marketing, and, social media management. Services shall be provided with the specific intent that Photographer's marketing will be directed to attract and generate requests and ultimately clients for wedding celebration or boutique editing services for Louisville-based clients.

Digital Marketing Specialist agrees to work with the Photographer to ensure that all Services are consistent with the Photographer's editorial judgment. Digital Marketing Specialist also agrees to not post or create any Services on behalf of the Photographer which are inconsistent with or conflict with the Photographer's editorial judgment. Digital Marketing Specialist further agrees to immediately cure any Services created or posted which conflict with the Photographer's editorial judgment upon written notice from the Photographer and at no cost to the Photographer.

## Delivery and Duration of Services

**Delivery of Services** Digital Marketing Specialist has provided an initial consultation with Photographer to review Services. Digital Marketing Specialist will then provide Services on a quarterly basis (i.e., every 3 months) beginning May 1, 2023.

**Duration of Services.** This Agreement is effective for one year from the date entered into, at which time it may be renewed by agreement of the Parties.

## Cost and Payment

As consideration for Digital Marketing Specialist's time, experience, and skill, Photographer agrees to pay Digital Marketing Specialist an hourly rate of \$20.00 per hour for Services. Digital Marketing Specialist shall submit invoices to Photographer on a quarterly basis (i.e., every 3 months) beginning May 1, 2023

## Intellectual Property

Digital Marketing Specialist agrees that all content created by Digital Marketing Specialist pursuant to this Agreement are owned by Photographer as a work-made-for-hire. To the extent any content created by Digital Marketing Specialist is not deemed a work made for hire, Digital Marketing Specialist agrees to assign Photographer all rights to such content.

## No Guarantee of Work

Photographer does not guarantee for Digital Marketing Specialist. This Agreement shall only state the Services to be provided by Digital Marketing Specialist as requested by Photographer.

## Independent Contractor Status, Benefits, and Taxes

**Independent Contractor Status.** Digital Marketing Specialist is an "Independent Contractor" and not an employee of Photographer

**Benefits.** Digital Marketing Specialist understands that it is not eligible to participate in any of Photographer's employee benefit programs, including pension, profit sharing, health care, vacation pay, sick pay, or other fringe benefit plan. Digital Marketing Specialist acknowledges and agrees that Photographer is not responsible for payment of workers' compensation insurance since the relationship is that of an independent contractor.

**Taxes.** Digital Marketing Specialist shall pay all taxes incurred while performing Services under this Agreement, including all applicable income taxes, and self employment taxes. Photographer will not withhold FICA (Social Security and Medicare taxes) from Digital Marketing Specialist's payments or make FICA payments on Digital Marketing Specialist's behalf.

## Non-Exclusive Agreement

## Termination Before Expiration or Completion

**By Photographer.** Photographer may terminate this Agreement at any time by giving written notice to Digital Marketing Specialist. Upon termination, Photographer shall be responsible for compensation to Digital Marketing Specialist for Services rendered prior to Digital Marketing Specialist's notice of termination.

**By Digital Marketing Specialist.** With reasonable cause, such as Photographer's failure to comply with the terms of this Agreement, Digital Marketing Specialist may terminate this Agreement effective immediately upon giving written notice to Photographer. Digital Marketing Specialist may terminate this Agreement for any reason by giving thirty (30) days' written notice to Photographer.

## Confidentiality

Digital Marketing Specialist agrees that she will not, at any time, use or disclose any of Photographer's Confidential Information or any materials or information which Digital Marketing Specialist should reasonably expect to be confidential, including personal information related to Photographer's clients, operation methods, or policies. Digital Marketing Specialist agrees that all Confidential Information is, and shall remain, the sole property of Photographer. Upon request, Digital Marketing Specialist shall promptly return to Photographer all materials containing or otherwise pertaining to Confidential Information. Digital Marketing Specialist agrees to not disclose business practices, policies techniques used by Photographer or Confidential Information to any third parties.

## Limit of Liability

**Maximum Damages.** Digital Marketing Specialist agrees that the maximum amount of damages she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Digital Marketing Specialist.

**Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and their affiliates, employees, agents and independent contractors if any, for any injury, property damage, liability, claim or other cause of action arising out of or related to Services or this Agreement.

## Impossibility

**Force Majeure.** Notwithstanding the above, either Party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party

**Failure to Perform Services.** If Digital Marketing Specialist cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will immediately give notice to Photographer and excuse Photographer of any further performance and/or payment obligations in this Agreement.

## General Provisions

**Governing Law.** Kentucky law governs all matters arising out of or relating to this Agreement, including torts. If any dispute arises out of or related to this Agreement, then Photographer and Digital Marketing Specialist agree that the proper jurisdiction shall be the courts located in Louisville, Kentucky and Photographer and Digital Marketing Specialist waive any defense of personal jurisdiction or lack of venue.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via email, effective as of date and time which the Notice is sent:

1. Photographer's Email:
2. Digital Marketing Specialist Email:

**Merger.** This Agreement constitutes the final, exclusive agreement between the Parties relating to the Editing and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The Parties may amend this Agreement only by their written consent via proper Notice.

**Signatures**

*Chelsey Nelson*

Chelsey Nelson Photography, LLC

Signed:  
Mar 23, 2023

[Redacted]

*Bekah*

[Redacted]

Bekah [Redacted]

Signed:  
Mar 23, 2023

[Redacted]@gmail.com

# **EXHIBIT C**



ITEMS	QTY	UNIT	PRICE	TAX	TOTAL
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**Custom Bridal Guide Magazine**

This Guide was crafted with you in mind! It answers all of your questions and guides you in how to plan for a photography-friendly wedding day. This magazine also features past work to give you an idea of what you can expect!



**Engagement Session with Online Gallery**

Your engagement session is our chance to get a feel for what it's like to work together before your wedding!



**Timeline Consulting**

Working together is about much more than just showing up on your wedding day! I want to set you up for success and help you be the heroes of your wedding day, which is why I help give feedback (when needed and invited) for crafting a general wedding day timeline. To save you the work and time, I include a sample timeline in the Bridal Guide Magazine so you can use it as a template!



### 6 Hours of Wedding Day Coverage

I'll capture the important highlights of your wedding day.



### Sneak Peek (delivered the day after your wedding)

This is a wonderful way to get professional photos, fast! You'll have edited images ready to share the very next day.



### Feature on the CNP Blog

Your blog post feature is a perfect way to share highlights of your wedding with family and friends. Rather than sending all of your friends a link to your online gallery with all of your photos (that can be pretty overwhelming for someone!), this provides my favorite photos to tell the story of your wedding day.



### High-Resolution Image Online Gallery

"High-Resolution" is a technical term that basically means the files I'm delivering to you are of such high quality that you could use the file to order large canvases of your favorite images. Have you ever seen a photo blown up that looks fuzzy and pixelated? High-resolution images avoid this problem! Instructions on how to use your Online Gallery are in the Bridal Guide Magazine. Your images are delivered within just 6 weeks of your wedding.

1 \$1,698 ✓ \$1,698

Subtotal \$1,698

Tax 6% \$101.88

**Grand Total \$1,799.88**

**📅 PAYMENT SCHEDULE**

AMOUNT	WHEN	INVOICE #	STATUS
\$1,799.88	Jun 13, 2023	[REDACTED]	PAID

CONTRACT  
SERVICE CONTRACT

**Wedding Photography Service Agreement**

Agreement is entered into on June 5, 2023 .  
Engagement Session is scheduled for July 2023  
Wedding is scheduled for Jul 9, 2023 .

**Parties:**

**Chelsey Nelson Photography, LLC**

Known as "Photographer,"

And with

Rachael [REDACTED]  
[REDACTED] MS 39564  
[REDACTED]@gmail.com  
[REDACTED]

with

Casey [REDACTED]  
[REDACTED] MS, 39553  
[REDACTED]@yahoo.com  
[REDACTED]

[REDACTED]

Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

**Purpose of the Agreement**

Client desires photography, photograph editing, and blogging for the purpose of their wedding. Photographer has agreed to provide such services according to the terms set forth below.

**Services, Products and Locations.**

**Package.** Client chooses Photographer’s **Custom Wedding Collection** photography package.

**Services.** In this Agreement, “Services” means any and/or all of the services included in this section. Photographer shall provide Client with:

- **One pre-wedding consultation in person, by phone or via video call**
- **Bridal Guide Magazine**
- **Timeline Consultation**
- **One Engagement Session and online gallery**
- **6 hours of coverage on the wedding day**
- **Sample High-Resolution Images delivered via an online gallery the day after the wedding date**
- **Blog post highlighting the Photographer’s favorite images from the engagement and wedding**
- **High-Resolution Images delivered via online gallery by August 21, 2023**

**Schedule.** Photographer shall arrive no later than **15 minutes before the start time of photography coverage** on Jul 9, 2023 to provide Client with Services. Client will provide Photographer and their assistant with a meal of the same food served to guests and a reserved place to sit, either with guests or a specific location near the reception area. Photographer will eat during the same period the Client (Bride and Groom) eats.

**Image Storage.** Digital copies of photographs produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After **July 23, 2021**, Client releases Photographer from any and all liability for lost or damaged files or photographs.

**Cost, Fees and Payment.**

**Cost.** The total cost ("Total Cost") for all Services is **\$1,799.88** and due in full by **June 9, 2023**.

Client shall pay the Total Cost to Photographer as follows:

**Fees.** Photographer’s hourly rate is **\$350** per each hour spent on Client’s Services over the allotted amount of time purchased. Photographer makes reasonable efforts to retouch and

edit Client's images in a tasteful and professional manner before delivery of Client's final images. If Client requests further retouching or edits after delivery of Client's final images, then Client agrees to pay Photographer for any additional changes Photographer makes at Photographer's hourly rate. If Client implicitly or explicitly requests Photographer to continue Services beyond the hours set forth in this Agreement, Photographer will invoice Client for additional time.

**Late Fees.** If Photographer does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Photographer does not receive payment.

- For example, if Client owes Photographer \$1000 due on April 1 and fails to pay by April 14th. On April 15th, Client owes Photographer \$1015. On April 16th, Client owes Photographer \$1030.23. On April 17th, Client owes Photographer \$1045.68, and so on.

**Expenses.** Client is responsible for paying for and delivering any third party products Client wishes Photographer to utilize by **July 8, 2023**. At Photographer's discretion, Photographer will make reasonable efforts to integrate Client's suggestions.

#### **Intellectual Property.**

**Copyright Ownership.** Photographer owns the copyright in any and all images he/she takes pursuant to federal copyright law (Title 17, Chapter 2, §201-02, of the United States Code.) Any and all photographs produced in connection with, or in the process of fulfilling this agreement, are expressly and solely owned by Photographer to use in the reasonable course of business.

**Non-exclusive License.** Photographer grants to Client a non-exclusive, worldwide license of photographs produced with and for Client for personal use and for public use so long as Client provides Photographer with attribution each time Client uses Photographer's property publicly unless and until Photographer assigns her copyright to Client. Photographs will be deemed properly attributed to Photographer when it would be obvious to any reasonable observer, reader or viewer that **Chelsey Nelson Photography** provided the photograph for Client's use.

**Prohibited Uses of Photographs.** Some uses of Photographer's property are expressly prohibited in order to maintain the integrity and quality of Photographer's reputation and work.

- Any resale of the photographs through direct or indirect means, including, but not limited to: selling the photos as stock photography; selling or allowing use of the photos by a third party such as a corporation or advertiser.
- Any illegal assignment of Photographer's work, such as allowing third party use of a photograph online or in print without attribution.
- Any use of photographs, personally or otherwise, which does not include attribution

to **Chelsey Nelson Photography**.

- Client expressly agrees not to produce derivative works of Photographer's property, such as, but not limited to, photographs of a photograph, scans into a computer, unauthorized photo collages or other works that incorporate a substantial portion of Photographer's property in a way that distorts or denigrates the photograph's high resolution.
- Any use deemed unreasonable or defamatory, at the discretion of Photographer.
- Any retouched or further edits of photographs that materially alters the composition of the photograph, such as by applying filters, changing the colors or other means of degradation, as determined by Photographer.
- Client will not purposefully try to hide or otherwise conceal attribution to Photographer, such as by printing attribution in such small print or font that the source of the photograph is not readily apparent to the reasonable viewer.

## Appropriate Conduct

**Appropriate Conduct/ Safe Working Environment:** The Client(s) expressly agree(s) to ensure the appropriate behavior of all attendees at the wedding/event, and additionally agree(s) to undertake best efforts to ensure that all parties involved in the event, including but not limited to the Client(s), vendors, the bridal party, all guests, and any and all attendees, behave in a manner that provides the Photographer with a safe and comfortable work environment. Any threatening, hostile, inappropriate, or offensive behavior of any kind, and any other behavior that compromises the safety or well-being of the Photographer or photography equipment or constitutes a hostile work environment will not be tolerated. What constitutes such behavior is up to the sole discretion of the Photographer in accordance with the standard of a reasonably prudent person, and will be dealt with as follows: (a) after the first offense, the Photographer will verbally notify the offending person and either the Client(s) or family member of the Client(s); (b) after the second offense, the Photographer will verbally notify the Client(s), and the Client(s) will remove the offending person for the remainder of the event (c) after the third offense, the Photographer will end wedding coverage immediately and leave the event. If the Photographer leaves the event after a third offense, the Photographer shall be entitled to retain all monies paid hereunder, the Client(s) will not be entitled to any refund, and the Client(s) agree to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage, or for a lapse in the quality of the work.

## Releases and Limit of Liability

**Exclusivity.** Client understands and agrees she has hired Photographer exclusive of any other service provider for the Services listed in this Agreement, and no other photographers, other than any assistant or third party that Photographer has hired to complete the Services, are permitted to provide the same Services, paid or unpaid, unless prior permission is granted by

Photographer. Client accepts and agrees that third party photographers, whether professional or not, may impede Photographer’s access to the bridal couple and/or clients for crucial photos, and it is Client’s responsibility to ensure Photographer always has the best angle and/or position as determined by the Photographer. If the Photographer feels its work is being compromised, Photographer has Client’s permission to approach Client(s) to ask them to remove the obstructive party or parties. **Client initials:** [REDACTED], [REDACTED]

**Artistic Release.** Client has spent a satisfactory amount of time reviewing Photographer’s work and has a reasonable expectation that its services will produce a similar manner and style of aesthetic for Client. Photographer will use reasonable efforts to ensure Client’s services are carried out in a style and manner consistent with Photographer’s current portfolio and Photographer will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and wedding is different, with different tastes, budgets, and performance needs; and
- Styling is a subjective art and Photographer is an artist with a unique vision, with an ever-evolving style and technique; and
- Photographer will use his/her personal artistic judgment to create styled areas for Client, which may not include strict adherence to Client’s suggestions; and
- Dissatisfaction with Photographer’s aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.
- Client is responsible for delivering any props or furniture Client wishes to have by **July 8, 2023.**

**Loss of Images.** In the rare event that any or all images are lost, such as damage to camera or equipment, stolen camera or equipment or damaged film rolls, Photographer shall refund Client the corresponding percentage of lost images. For example, if 30% of the original images taken are lost, Photographer shall refund 30% of the Total Cost.

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Photographer.

**Indemnification.** Client agrees to indemnify and hold harmless Photographer, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages or other losses arising out of, or related to, the Services provided in this Agreement. Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees or other losses as a result of accident or negligence on behalf of the Parties to this Agreement, or if no insurance is secured, Client waives its right to directly or indirectly ask or force Photographer to pay for any such damages. **Client initials:** [REDACTED], [REDACTED].



**Non-disparagement.** The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

**Model Release.** Please see attached as Exhibit A.

### **Cancellation, Rescheduling and No-Shows**

**Cancellation, Rescheduling of Services or No-Show Client.** If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Photographer to render Services due to the fault of the Client or parties related to Client, such as failure of one or more essential parties to the course to provide support or documents in a timely manner, Client shall provide notice to Photographer as soon as possible via the Notice provisions detailed in this Agreement. Upon cancellation or unreasonable delay, all outstanding fees are immediately due and payable to Photographer.

**Weather Delay.** In the event of a rain or weather delay, Client will be notified within 24 hours of any wedding that its Services may be reasonably altered to fit the circumstances of the situation at the discretion of the Photographer.

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the Services provided in this Agreement, including:

- A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Bad Faith Inducement:** Photographer is not obligated to accept all projects. In accepting Client's request for services, Photographer determined that providing its photography services for Client's wedding and surrounding events are consistent with and does not conflict with Photographer's religious and artistic beliefs and judgment and editorial discretion. However, Photographer may terminate this agreement if Photographer later determines that providing such services will effectively communicate or advance messages that conflict with Photographer's religious or artistic beliefs. If this occurs due to Client's material misrepresentation or fraudulent inducement, Photographer shall be entitled to compensation for the services as they would have been rendered.

**Failure to Perform Services.** In the event Photographer cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- Issue a refund or credit based on a reasonably accurate percentage of Services rendered or find a reasonable replacement to render Services; and
- Excuse Client of any further performance and/or payment obligations in this Agreement.

### General Provisions

**Governing Law.** The laws of Kentucky govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice (“Notice”) to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. **Email**

1. **Photographer Email:** [REDACTED]
2. **Client Email(s):** [REDACTED]@gmail.com
3. [REDACTED]@yahoo.com

2. **Mail**

1. **Photographer's Address:** [REDACTED] #206 Louisville, KY 40205
2. **Client Address(es):** [REDACTED] MS 39564
3. [REDACTED] MS, 39553

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties’ written consent via proper Notice.

**Dispute Resolution.** If the Parties cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then the Parties will make a reasonable attempt to resolve their dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

**Headings.** Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

### Exhibit A

Model Release

Future Use. Photographer may publish or submit for publication any photograph she owns that is produced in the course of fulfilling this Agreement for any reasonable and related purpose of Photographer's business, such as, but not limited to publication in:

- Photographer's own blog;
- third party blogs;
- magazines;
- publications;
- advertisements;
- stock photography sales; and
- any other reasonable commercial purpose.

**Notification of Use.** Photographer is not obligated to notify Client or anyone in photographs of Photographer's publication or other use of any image or images.

**Model Release.** Client releases her image and likeness for use in any of Photographer's images and understands these images may be used for any purpose of or relating to Photographer's business. [REDACTED] . [REDACTED]

Other subjects agree and understand as signed below:

Signatures

*Chelsey Nelson*

Chelsey Nelson Photography, LLC

Signed:

Jun 14, 2023

*Rachael [REDACTED]*

Rachael [REDACTED]

Signed:

Jun 13, 2023

[REDACTED]@gmail.com

*Casey [REDACTED]*

Casey [REDACTED]

Signed:

Jun 13, 2023

[REDACTED]@yahoo.com

[REDACTED] | [www.chelseynelson.com](http://www.chelseynelson.com) | [REDACTED] #206,  
Louisville, KY 40205

# **EXHIBIT D**



ITEMS	QTY	UNIT	PRICE	TAX	TOTAL
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**1.75 Hours of Wedding Day Coverage**

I'll capture the important highlights of your wedding day while I'm there.



**High-Resolution Image Online Gallery**

"High-Resolution" is a technical term that basically means the files I'm delivering to you are of such high quality that you could use the file to order large canvases of your favorite images. Have you ever seen a photo blown up that looks fuzzy and pixelated? High-resolution images avoid this problem! Instructions on how to use your Online Gallery are in the Bridal Guide Magazine. Your images are delivered within just 6 weeks of your wedding.

1	\$471	✓	\$471
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Subtotal **\$471**

Tax 6% **\$28.26**

**Grand Total \$499.26**

**📅 PAYMENT SCHEDULE**

AMOUNT	WHEN	INVOICE #	STATUS
\$499.26	Jul 15, 2023	[REDACTED]	PAID

CONTRACT  
SERVICE CONTRACT

**Wedding Photography Service Agreement**

Agreement is entered into on Jun 29, 2023 .

Wedding is scheduled for Aug 5, 2023 .

**Parties:**

**Chelsey Nelson Photography, LLC**

Known as "Photographer,"

And with

Abiokpoyanam [REDACTED]

[REDACTED] Blacksburg, VA 24060

[REDACTED]@gmail.com

[REDACTED]

with

Damilola [REDACTED]

[REDACTED] Tallahassee, FL 32304

[REDACTED]@gmail.com

[REDACTED]

Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

### ***Purpose of the Agreement***

Client desires photography, photograph editing, and blogging for the purpose of their wedding. Photographer has agreed to provide such services according to the terms set forth below.

### **Services, Products and Locations.**

**Package.** Client chooses Photographer's **Custom Wedding Collection** photography package.

**Services.** In this Agreement, "Services" means any and/or all of the services included in this section. Photographer shall provide Client with:

- **1.75 hours of coverage on the wedding day**
- **High-Resolution Images delivered via online gallery by September 18, 2023**

**Schedule.** Photographer shall arrive no later than **15 minutes before the start time of photography coverage** on Aug 5, 2023 to provide Client with Services. Client will provide Photographer and their assistant with a meal of the same food served to guests and a reserved place to sit, either with guests or a specific location near the reception area. Photographer will eat during the same period the Client (Bride and Groom) eats.

**Image Storage.** Digital copies of photographs produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After **September 18, 2023**, Client releases Photographer from any and all liability for lost or damaged files or photographs.

### **Cost, Fees and Payment.**

**Cost.** The total cost ("Total Cost") for all Services is **\$499.26** and due in full by **July 14, 2023**.

Client shall pay the Total Cost to Photographer as follows:

**Fees.** Photographer's hourly rate is **\$350** per each hour spent on Client's Services over the allotted amount of time purchased. Photographer makes reasonable efforts to retouch and edit Client's images in a tasteful and professional manner before delivery of Client's final images. If Client requests further retouching or edits after delivery of Client's final images, then Client agrees to pay Photographer for any additional changes Photographer makes at Photographer's hourly rate. If Client implicitly or explicitly requests Photographer to continue Services beyond the hours set forth in this Agreement, Photographer will invoice Client for additional time.

**Late Fees.** If Photographer does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Photographer does not receive payment.

- For example, if Client owes Photographer \$1000 due on April 1 and fails to pay by April

14th. On April 15th, Client owes Photographer \$1015. On April 16th, Client owes Photographer \$1030.23. On April 17th, Client owes Photographer \$1045.68, and so on.

**Expenses.** Client is responsible for paying for and delivering any third party products Client wishes Photographer to utilize by **August 4, 2023**. At Photographer's discretion, Photographer will make reasonable efforts to integrate Client's suggestions.

### **Intellectual Property.**

**Copyright Ownership.** Photographer owns the copyright in any and all images he/she takes pursuant to federal copyright law (Title 17, Chapter 2, §201-02, of the United States Code.) Any and all photographs produced in connection with, or in the process of fulfilling this agreement, are expressly and solely owned by Photographer to use in the reasonable course of business.

**Non-exclusive License.** Photographer grants to Client a non-exclusive, worldwide license of photographs produced with and for Client for personal use and for public use so long as Client provides Photographer with attribution each time Client uses Photographer's property publicly unless and until Photographer assigns her copyright to Client. Photographs will be deemed properly attributed to Photographer when it would be obvious to any reasonable observer, reader or viewer that **Chelsey Nelson Photography** provided the photograph for Client's use.

**Prohibited Uses of Photographs.** Some uses of Photographer's property are expressly prohibited in order to maintain the integrity and quality of Photographer's reputation and work.

- Any resale of the photographs through direct or indirect means, including, but not limited to: selling the photos as stock photography; selling or allowing use of the photos by a third party such as a corporation or advertiser.
- Any illegal assignment of Photographer's work, such as allowing third party use of a photograph online or in print without attribution.
- Any use of photographs, personally or otherwise, which does not include attribution to **Chelsey Nelson Photography**.
- Client expressly agrees not to produce derivative works of Photographer's property, such as, but not limited to, photographs of a photograph, scans into a computer, unauthorized photo collages or other works that incorporate a substantial portion of Photographer's property in a way that distorts or denigrates the photograph's high resolution.
- Any use deemed unreasonable or defamatory, at the discretion of Photographer.
- Any retouched or further edits of photographs that materially alters the composition of the photograph, such as by applying filters, changing the colors or other means of degradation, as determined by Photographer.
- Client will not purposefully try to hide or otherwise conceal attribution to Photographer, such as by printing attribution in such small print or font that the source of the

photograph is not readily apparent to the reasonable viewer.

### Appropriate Conduct

**Appropriate Conduct/ Safe Working Environment:** The Client(s) expressly agree(s) to ensure the appropriate behavior of all attendees at the wedding/event, and additionally agree(s) to undertake best efforts to ensure that all parties involved in the event, including but not limited to the Client(s), vendors, the bridal party, all guests, and any and all attendees, behave in a manner that provides the Photographer with a safe and comfortable work environment. Any threatening, hostile, inappropriate, or offensive behavior of any kind, and any other behavior that compromises the safety or well-being of the Photographer or photography equipment or constitutes a hostile work environment will not be tolerated. What constitutes such behavior is up to the sole discretion of the Photographer in accordance with the standard of a reasonably prudent person, and will be dealt with as follows: (a) after the first offense, the Photographer will verbally notify the offending person and either the Client(s) or family member of the Client(s); (b) after the second offense, the Photographer will verbally notify the Client(s), and the Client(s) will remove the offending person for the remainder of the event (c) after the third offense, the Photographer will end wedding coverage immediately and leave the event. If the Photographer leaves the event after a third offense, the Photographer shall be entitled to retain all monies paid hereunder, the Client(s) will not be entitled to any refund, and the Client(s) agree to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage, or for a lapse in the quality of the work.

### Releases and Limit of Liability

**Exclusivity.** Client understands and agrees she has hired Photographer exclusive of any other service provider for the Services listed in this Agreement, and no other photographers, other than any assistant or third party that Photographer has hired to complete the Services, are permitted to provide the same Services, paid or unpaid, unless prior permission is granted by Photographer. Client accepts and agrees that third party photographers, whether professional or not, may impede Photographer’s access to the bridal couple and/or clients for crucial photos, and it is Client’s responsibility to ensure Photographer always has the best angle and/or position as determined by the Photographer. If the Photographer feels its work is being compromised, Photographer has Client’s permission to approach Client(s) to ask them to remove the obstructive party or parties. **Client initials:** [redacted], [redacted]

**Artistic Release.** Client has spent a satisfactory amount of time reviewing Photographer’s work and has a reasonable expectation that its services will produce a similar manner and style of aesthetic for Client. Photographer will use reasonable efforts to ensure Client’s services are carried out in a style and manner consistent with Photographer’s current portfolio and Photographer will try to incorporate any suggestions Client makes. However, Client

understands and agrees that:

- Every client and wedding is different, with different tastes, budgets, and performance needs; and
- Styling is a subjective art and Photographer is an artist with a unique vision, with an ever-evolving style and technique; and
- Photographer will use his/her personal artistic judgment to create styled areas for Client, which may not include strict adherence to Client’s suggestions; and
- Dissatisfaction with Photographer’s aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.
- Client is responsible for delivering any props or furniture Client wishes to have by **August 4, 2023**.

**Loss of Images.** In the rare event that any or all images are lost, such as damage to camera or equipment, stolen camera or equipment or damaged film rolls, Photographer shall refund Client the corresponding percentage of lost images. For example, if 30% of the original images taken are lost, Photographer shall refund 30% of the Total Cost.

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Photographer.

**Indemnification.** Client agrees to indemnify and hold harmless Photographer, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages or other losses arising out of, or related to, the Services provided in this Agreement. Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees or other losses as a result of accident or negligence on behalf of the Parties to this Agreement, or if no insurance is secured, Client waives its right to directly or indirectly ask or force Photographer to pay for any such damages. **Client initials:** [redacted] , [redacted] .

**Non-disparagement.** The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

**Model Release.** Please see attached as Exhibit A.

**Cancellation, Rescheduling and No-Shows**

**Cancellation, Rescheduling of Services or No-Show Client.** If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Photographer to render Services due to the fault of the Client or parties related to Client, such as failure of one or more essential parties to the course to provide support or documents in a timely manner, Client shall provide notice to Photographer as soon as possible via the Notice provisions

detailed in this Agreement. Upon cancellation or unreasonable delay, all outstanding fees are immediately due and payable to Photographer.

**Weather Delay.** In the event of a rain or weather delay, Client will be notified within 24 hours of any wedding that its Services may be reasonably altered to fit the circumstances of the situation at the discretion of the Photographer.

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the Services provided in this Agreement, including:

- A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Bad Faith Inducement:** Photographer is not obligated to accept all projects. In accepting Client's request for services, Photographer determined that providing its photography services for Client's wedding and surrounding events are consistent with and does not conflict with Photographer's religious and artistic beliefs and judgment and editorial discretion. However, Photographer may terminate this agreement if Photographer later determines that providing such services will effectively communicate or advance messages that conflict with Photographer's religious or artistic beliefs. If this occurs due to Client's material misrepresentation or fraudulent inducement, Photographer shall be entitled to compensation for the services as they would have been rendered.

**Failure to Perform Services.** In the event Photographer cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- Issue a refund or credit based on a reasonably accurate percentage of Services rendered or find a reasonable replacement to render Services; and
- Excuse Client of any further performance and/or payment obligations in this Agreement.

## General Provisions

**Governing Law.** The laws of Kentucky govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the

remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. **Email**

- 1. **Photographer Email:** chelsey@chelseynelson.com
- 2. **Client Email(s):** [REDACTED]@gmail.com
- 3. [REDACTED]@gmail.com

2. **Mail**

- 1. **Photographer's Address:** [REDACTED] #206 Louisville, KY 40205
- 2. **Client Address(es):** [REDACTED] Blacksburg, VA 24060 ,
- 3. [REDACTED] Tallahassee, FL 32304

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties' written consent via proper Notice.

**Dispute Resolution.** If the Parties cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then the Parties will make a reasonable attempt to resolve their dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

**Headings.** Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

**Exhibit A**

Model Release

Future Use. Photographer may publish or submit for publication any photograph she owns that is produced in the course of fulfilling this Agreement for any reasonable and related purpose of Photographer's business, such as, but not limited to publication in:

- Photographer's own blog;
- third party blogs;
- magazines;
- publications;
- advertisements;
- stock photography sales; and
- any other reasonable commercial purpose.

**Notification of Use.** Photographer is not obligated to notify Client or anyone in photographs

of Photographer's publication or other use of any image or images.

**Model Release.** Client releases her image and likeness for use in any of Photographer's images and understands these images may be used for any purpose of or relating to Photographer's business. [REDACTED] . [REDACTED]

Other subjects agree and understand as signed below:

Signatures

*Chelsey Nelson*

Chelsey Nelson Photography, LLC

Signed: Jul 14, 2023

[REDACTED]

*Abiokpoyanam*

Abiokpoyanam [REDACTED]

Signed:  
Jun 29, 2023

[REDACTED]@gmail.com

*Damilola*

Damilola [REDACTED]

Signed:  
Jun 29, 2023

[REDACTED]@gmail.com

[REDACTED] | www.chelseynelson.com

[REDACTED] #206,  
Louisville, KY 40205

# **EXHIBIT E**



## Client Service Agreement

Entered into on January 23, 2023 .

Parties:

Known as "Vendor"

Chelsey Nelson Photography LLC

and

Known as "Client"

Amanda [REDACTED]

[REDACTED]

[REDACTED] Greenville, NC 27858

[REDACTED]

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

### Purpose of the Agreement

Client wishes to hire Editor to provide services relating to Client's Editing and enhancement services as detailed in this Agreement. Editor has agreed to provide such services according to the terms of this Agreement and pursuant to the Beliefs, Purposes, and Practices of Chelsey Nelson Photography, LLC.

## Editor's Brand and Goodwill

Editor is a for-profit Limited Liability Company that exists to create positive stories celebrating beauty, goodness, and truth. As such, Editor exercises artistic and editorial judgment, creates artwork, and uses its platform to promote these values, which are informed and defined by distinct religious and artistic beliefs. Editor reserves the right to and shall decline any work or project that promotes messages, events, services, actions, products, or organizations inconsistent with these beliefs, including works that demean people, condone racism, sexually objectify someone, celebrate pornographic, vulgar, or obscene material, or otherwise contradict Editor's artistic or religious beliefs. These values form Editor's unique brand and goodwill ("Brand and/or Goodwill"). The Parties understand and acknowledge that Editor derives significant meaning and value from its Brand and Goodwill.

## Services

Editor shall provide Client with the following services and/or products ("Services"): Boutique Photo Editing Services.

## Delivery of Services

**Delivery of Services.** Editor will provide all Services within 10 days of receiving each individual gallery to edit unless otherwise specified in this Agreement. Culling services may lengthen turnaround times 1-2 days.

## Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is due in full within 5 days of gallery file delivery. Client shall pay the Total Cost to Editor as follows: \$0.35 cents per edited image, applicable sales tax required by Kentucky state law, and \$0.15 cents per culled image (using the image count when full unedited gallery is received).

Editor will send Client payment requests via Honeybook.

## Services, Products, Schedule and Storage

**Package.** Client chooses Vendor's **Boutique Editing Services** package.

**Services.** In this Agreement, "Services" means any and/or all of the services included in this section. Editor shall provide Client with:

- **Color correction**
- **Straightening**

- **Noise reduction**
- **Black & white conversion**
- **Editing & Enhancement**
- **Culling (when specified)**

**Schedule.** Editor shall deliver edited images no later than **10 days after receiving images or 12 days after receiving images if culling services are requested** to provide Client with Services unless Editor gives written notice to Client, understanding that emergencies and peak editing seasons can lengthen turnaround time. If images are delivered to Editor after 5:00pm Eastern time, the 10 day turnover schedule will begin the next business day.

**Image Storage.** Digital copies of Smart Previews produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After **5 days** of delivery of final images and/or products Client releases Editor from any and all liability for lost or damaged files or photographs.

## Intellectual Property

### Copyright Ownership.

Editor's editing and enhancement techniques create derivative works protected by copyright law. Client agrees and represents that the subject matter and intended use of Editor's derivative works does not conflict with or compromises Editor's Brand or Goodwill. By virtue of this agreement, Editor agrees to transfer to Client all copyrights in any and all work(s) Editor creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Client and may be used in the reasonable course of Client's business.

**Permitted Uses of Product(s).** Editor grants to Client a non-exclusive license of product(s) produced with and for Client for personal and commercial use.

## Works Created Pursuant to the Agreement

In exchange for payment, Editor transfers ownership in full of all original works and intellectual property created by Editor during the course of completing the Services for Client. Editor's transfer of these works and intellectual property rights is contingent on Client's full and honest disclosure of the subject matter of, intended use of, and purpose for the derivative works. Client agrees to disclose information about the subject matter and any use of Editor-produced derivative works that threatens or compromises the integrity of Editor's Brand or Goodwill. Client understands that Editor relies on Client's representations of subject matter and intended use when evaluating whether to accept the project. Client agrees that any misuse in

violation of this agreement or material misrepresentation or omission with respect to Client's subject matter or intended use of the works shall render transfer of ownership and intellectual property rights null and void. Similarly, such material misrepresentations or omissions shall result in the immediate termination of any license granted to Client by Editor.

### **No Guarantee of Work**

This Agreement is not a guarantee of work by Client to Editor. This Agreement shall only state the Services to be provided by Vendor as requested by Client.

### **Independent Contractor Status**

Editor is an "Independent Contractor" and not an employee of Client.

### **Non-Exclusive Agreement**

This Agreement is non-exclusive; Client may hire other people to provide similar services as being provided by Editor.

Editor may provide services to third parties as well.

### **Termination Prior to Expiration or Completion**

**By Client.** Client may terminate this Agreement at any time by giving written notice to Editor.

Upon termination, Client shall be responsible for compensation to Editor for Services rendered prior to Editor's notice of termination.

**By Editor.** With reasonable cause, such as Client's failure to comply with the terms of this Agreement, Editor may terminate this Agreement effective immediately upon giving written notice to Client. Editor may terminate this Agreement for any reason by giving thirty (30) days' written notice to Client.

**No Obligation to Take Projects.** Editor is not obligated to accept all projects. In accepting Client's request for services, Editor determined that Client's project is consistent with or provides no conflict for Editor's religious and artistic beliefs. However, Editor may terminate this agreement if it later determines that the project will ultimately communicate or advance messages or promote events, services, products, causes, or organizations that conflict with Editor's religious or artistic beliefs or will compromise Editor's Brand or Goodwill. If Editor, in its sole discretion, makes this determination, the agreement shall terminate and neither party shall be entitled to compensation or payment. However, if project termination results from Client's misrepresentation or concealment of the project, Client shall not be relieved of its obligation to pay Editor.

## No Fringe Benefits or Workers' Compensation Insurance

**Fringe Benefits.** Editor understands that it is not eligible to participate in any of Client's employee benefit programs, including pension, profit sharing, health care, vacation pay, sick pay, or other fringe benefit plan.

**Workers' Compensation.** Editor acknowledges and agrees that Client is not responsible for payment of workers' compensation insurance since the relationship is that of an independent contractor.

## Federal and State Taxes

Editor shall pay all taxes incurred while performing Services under this Agreement, including all applicable income taxes, and self-employment taxes. Client will not withhold FICA (Social Security and Medicare taxes) from Editor's payments or make FICA payments on Editor's behalf.

## Editor's Duty of Confidentiality

Editor agrees that it will not, at any time, use or disclose any of Client's Confidential Information or any materials or information which Editor should reasonably expect to be confidential, including personal information related to Client's clients. Editor agrees that all Confidential Information is, and shall remain, the sole property of Client. Upon request, Editor shall promptly return to Client all materials containing or otherwise pertaining to Confidential Information. Editor agrees to not disclose business practices or techniques used by Client to any third parties.

## Artistic Release

**Style.** Client has spent a satisfactory amount of time reviewing Editor's work and has a reasonable expectation that Editor will perform the Services in a manner and style similar to Editor's other work. Consistent with Editor's own artistic style and judgment, Editor will strive to produce edited and enhanced images in harmony with and not inconsistent with Client's portfolio unless otherwise specified in this Agreement.

**Consistency.** Editor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner in harmony with and not inconsistent with Client's current portfolio. Editor will try to incorporate reasonable suggestions made by Client. However, Client understands and agrees that:

1. Every client and project are different, with different tastes, budgets, and needs;
2. Services are often a subjective art and Editor has an ever-evolving style and technique to reflect the Client's work;

3. Editor will use its artistic judgment and exercise its editorial and artistic discretion when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Editor will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Editor shall have ultimate editorial judgment and control regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Editor's editorial judgment and control or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

### Limit of Liability

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Editor.

**Loss of Product.** In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Editor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

**Indemnification.** Client agrees to indemnify, defend and hold harmless Editor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Editor provides to Client.

### Cancellation, Rescheduling and No-Shows

**Cancellation, Rescheduling of Services or No-Show Client.** If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Editor to render Services due to the fault of the Client or third parties related to Client, such as failure to deliver the gallery file or failure of one or more essential third parties to adhere to an agreed upon schedule for the production of the gallery file in a timely manner, Client shall provide notice to Editor as soon as possible via the Notice provisions detailed in this Agreement. Editor has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Editor to provide the Services due to the fault of Client (or third parties related to Client), and Editor will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to adhere to the

agreed upon schedule for the Services, or should it become impossible for Editor to provide the Services due to the fault of Client (or third parties related to Client) unless the Parties otherwise agree in writing. For instance, if Editor is able to secure another, unrelated client for Services, then Editor may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

### Impossibility

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- 1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- 2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- 3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Failure to Perform Services.** In the event Editor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- 1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- 2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
- 3. Excuse Client of any further performance and/or payment obligations in this Agreement.

### General Provisions

**Governing Law.** The laws of Kentucky govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

- 1. Email
  - 1. Editor's Email: [REDACTED]
  - 2. Client Email: [REDACTED]

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Editing and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters



contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties' written consent via proper Notice.

---

*Chelsey Nelson*

Chelsey Nelson Photography, LLC

Signed: Feb 3, 2023

[Redacted]

*Amanda*

Amanda [Redacted]

Signed:  
Jan 23, 2023

[Redacted]