

# Student Agreement for Menagerie Photography Studio's Instructor Lead and Online Courses

**IMPORTANT:** READ CAREFULLY BEFORE ACCESSING OR USING MENAGERIE PHOTOGRAPHY STUDIO'S PROPRIETARY MATERIALS INCLUDING ANY AUDIO, VIDEO AND/OR DOWNLOADABLE DOCUMENTS, MEMBERS AREAS, AND/OR COURSES ASSOCIATED WITH MENAGERIE PHOTOGRAPHY STUDIO'S INSTRUCTOR LEAD AND/OR ONLINE COURSES. BY ACCESSING OR USING THE COURSE(S), YOU ACKNOWLEDGE THAT

- A. YOU HAVE READ THIS AGREEMENT,**
- B. YOU UNDERSTAND IT, AND**
- C. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.**

**IF YOU DO NOT AGREE, DO NOT UNDERSTAND, OR DO NOT ACCEPT THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE ANY OF MENAGERIE PHOTOGRAPHY STUDIO'S PROPRIETARY MATERIALS INCLUDING ANY AUDIO, VIDEO AND/OR DOWNLOADABLE DOCUMENTS, MEMBERS AREA, AND/OR COURSES ASSOCIATED WITH MENAGERIE PHOTOGRAPHY STUDIO'S INSTRUCTOR LEAD AND/OR ONLINE COURSES, AND CONTACT US IMMEDIATELY AT [INFO@MENAGERIEPHOTOGRAPHY.COM](mailto:INFO@MENAGERIEPHOTOGRAPHY.COM)**

This Agreement ("Agreement") is a legally binding contract between Menagerie Photography Studio, located at 53 Kinsman Hill Road, Lisbon, Connecticut, United States, 06351 ("MENAGERIE PHOTOGRAPHY STUDIO"), and

NAME: \_\_\_\_\_ ("YOU", an individual)  
at ADDRESS: \_\_\_\_\_ (collectively the "Parties").

WHEREAS, MENAGERIE PHOTOGRAPHY STUDIO is engaged in this business of training services; and

WHEREAS, YOU desire to engage MENAGERIE PHOTOGRAPHY STUDIO to provide training services to YOU in the form of Instructor Lead and/or Online Courses which may or may not include, in person training, recorded video instruction, live video instruction, downloadable Course materials and periodic coaching and evaluation;

NOW, THEREFORE, the Parties agree as follows:

## **SECTION 1: MEMBERSHIP AND COURSE FEES**

1.1. *Courses:* Under the terms of this Agreement, MENAGERIE PHOTOGRAPHY STUDIO agrees to provide training services to YOU in the form of Instructor Lead and/or Online Courses which may or may not include, in person training, recorded video instruction, live video instruction, downloadable Course materials and periodic coaching and evaluation ("Course(s)") in exchange for a Course Fee. Course Fees will be determined according to paragraph 1.2. below. Your access to such Courses is **made conditional on payment** of such Course Fee.

1.1.2. *Term:* The Term of this Agreement will commence upon YOUR acceptance of this Agreement and payment of the applicable Course Fee. YOU agree and understand that upon commencement of the Term of this Agreement, you will become enrolled in **Menagerie Photography Studio's Instructor Lead and/or Online Course(s)**. Upon completion of the Course(s), your access to the Course(s) will be terminated.

1.1.3. *Termination:* MENAGERIE PHOTOGRAPHY STUDIO may terminate this Agreement at any time in its discretion upon notice to YOU. Paragraph 3.1. below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. *Course Fees:* By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay MENAGERIE PHOTOGRAPHY STUDIO in full before the commencement of either or both Instructor Lead and/or Online Courses.

1.3. *Promotional Material:* By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Course(s) offered by MENAGERIE PHOTOGRAPHY STUDIO, YOU affirmatively agree and acknowledge that MENAGERIE PHOTOGRAPHY STUDIO may at any time reproduce and/or disseminate any testimonial(s) describing or otherwise referencing, either directly or indirectly, YOUR experience participating in the Course(s), including any specific results experienced by YOU during your participation. YOU agree and acknowledge that this includes any written statements you may publish to social media accounts and online forums as well as any statements and/or images captured or otherwise recorded during your attendance at any event(s) related to any such Course(s). You further represent that any such statements or testimonials that you make shall be correct, accurate, and truthful.

1.4. *No Refunds:* **MENAGERIE PHOTOGRAPHY STUDIO abides by a strict, no refund policy.** By accepting the terms of this Agreement, YOU agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Course(s) offered by MENAGERIE PHOTOGRAPHY STUDIO. YOU further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in any such Course(s), YOU are taking full responsibility for YOUR OWN success. Thus, YOU agree that you will **not request** a refund.

## **SECTION 2: NO WARRANTIES**

2.1. *Success not Guaranteed:* By accepting the terms of this Agreement, YOU agree and understand that MENAGERIE PHOTOGRAPHY STUDIO provides Courses related to training services only and **guarantees no specific results. YOU take full responsibility for YOUR own success.** Further, you acknowledge that everyone's success is different, and dependent on factors such as your own drive, dedication, and motivation. Any examples or testimonials are not meant as a promise or guarantee of your own success. Please be aware that you may not experience YOUR intended success by using the instruction provided within the Course(s). In other words: **we do not guarantee results, you are responsible for your own success.**

2.2. *Limited Liability:* In no event will MENAGERIE PHOTOGRAPHY STUDIO be liable to YOU or any party related to you for any damages, **including damages for loss of business profits** or other financial loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if MENAGERIE PHOTOGRAPHY STUDIO has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

2.3. *Commitment to the Course.* By accepting the terms of this Agreement, YOU commit and agree to faithfully execute all of the lessons, assignments, and lab work in the Course(s) to the best of your ability. You further agree to attend ALL scheduled Q&A and coaching sessions included as part of the Course. You also acknowledge that creating results requires tremendous effort and you are prepared and committed to faithfully make that effort.

### **SECTION 3: CONFIDENTIALITY**

3.1. *Confidentiality:* Only authorized users, who have duly attained access to any Courses offered by MENAGERIE PHOTOGRAPHY STUDIO by personally agreeing to the terms of this Agreement are permitted use and participation with such Courses. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Course(s) for any purpose other than exercising rights expressly granted to you by this Agreement.

3.2. *Intellectual Property:* YOU acknowledge that any recorded video instruction, live video instruction and downloadable Course materials are the sole Intellectual Property of MENAGERIE PHOTOGRAPHY STUDIO under United States copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and MENAGERIE PHOTOGRAPHY STUDIO, MENAGERIE PHOTOGRAPHY STUDIO and its third party licensors own and shall continue to own all right, title, and interest in and to recorded video instruction, live video instruction and downloadable Course materials, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, **this Agreement does not grant you any ownership or other right or interest in or to recorded video instruction, live video instruction and downloadable Course materials, or any other intellectual property rights of MENAGERIE PHOTOGRAPHY STUDIO**, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that MENAGERIE PHOTOGRAPHY STUDIO uses in connection with services rendered by MENAGERIE PHOTOGRAPHY STUDIO are marks owned by MENAGERIE PHOTOGRAPHY STUDIO. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

### **SECTION 4: MISCELLANEOUS**

You further acknowledge that MENAGERIE PHOTOGRAPHY STUDIO owns and will retain all legal right to any and all world-wide intellectual property and proprietary rights embodied in the Proprietary materials; including but not limited to all copy rights, patents and trade secret rights you further acknowledge that you have no rights with respect to the forgoing other than the rights expressly set forth in this User Agreement.

4.1. *Non transferability:* The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

4.2. *Indemnification:* YOU will, at your own expense, defend, indemnify, and hold MENAGERIE PHOTOGRAPHY STUDIO, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Courses of this Agreement.

4.3. *Integration:* This Agreement, along with any additional terms or policies incorporated herein by reference, represents the **entire** Agreement between YOU and MENAGERIE PHOTOGRAPHY STUDIO concerning the Course(s), and this Agreement **supersedes and replaces** any prior proposal, representation, or understanding YOU may have had with MENAGERIE PHOTOGRAPHY STUDIO relating to the Course(s), whether oral or written.

4.4. *Amendment:* MENAGERIE PHOTOGRAPHY STUDIO reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement at [www.MenageriePhotography.com](http://www.MenageriePhotography.com) which you will have the opportunity to review and execute.

4.5. *Governing law:* This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States of America and the State of Connecticut. The venue for any dispute shall be in New London County, Connecticut.

4.6. *Attorneys' Fees and Legal Expenses.* If any proceeding or action shall be brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court, and shall be made a part of any award or judgment rendered.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO COURSE FEES, NO REFUND POLICY, AND CONFIDENTIALITY.

**Menagerie Photography Studio:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**You:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_