



# Thriving Photographers Society Membership Agreements

*Last Updated July 2, 2022*

## *Membership Definitions:*

1. Member” or “Inductee”: individual who has been accepted as a member of the Thriving Photography Society and has started submitting monthly or yearly payments, or has a complimentary membership.
2. La Marie & Company LLC, Thriving Photography Society, La Ritchhart: the founders & owners of the society and the individuals with the right to seek legal action if a member breaches any of the Membership Agreements.
3. Membership Agreements: the terms and conditions included herein that spell out the by laws, agreements and expectations of the Thriving Photography Society.
4. “Us” and/or “Thriving Photographer Society”: Laura (La) Ritchhart, the Founder & Owner of the Thriving Photography Society and any other individuals or businesses working within the Thriving Photography Society team.
5. In Good Standing: Member who has completed their initial or renewal membership requirements, paid appropriate dues and has not reached their expiration date.
6. Membership Pending: An individual’s member payment has not been processed, or they have not submitted the necessary financial documentation to prove their qualifying business income minimum of \$100,000 in one calendar year. These individuals are not active members in good standing, and their membership term has not yet started.
7. Past Due: If the expiration date has passed and a member has not renewed their monthly or yearly dues, a member’s standing will show ‘Past Due’ up to 7 days past the expiration date.
8. Terminated: Membership lapsed more than 7 days.
9. Canceled: Members elected to terminate their membership by contacting Thriving Photography Society.

## *Membership Obligations:*

1. When you apply to join the Thriving Photography Society, you’re accepted when you submit proof of a minimum of \$100,000 gross revenue in one calendar year from your photography business only and your membership dues for the first month or year have been processed and cleared..
2. If you decide to cancel your membership, all you have to do is email us at [support@thrivingphotographersociety.com](mailto:support@thrivingphotographersociety.com).™ If you do cancel, your access to the

members area and membership benefits will be terminated immediately. You can cancel anytime.

3. No refunds will be given on membership fees that have already been paid – whether they have been paid monthly or yearly, under any circumstances.

#### *Membership Code of Conduct:*

1. Members shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with the Terms and Conditions written in this agreement.
2. Members shall at all times be mindful of their attitude and behavior towards other members and fellow members of our photography industry. Discrimination, insults and violent behavior of any kind will not be tolerated and will result in termination of the membership.
3. All Members agree to uphold & exemplify the core values of Thriving Photography Society to elevate, serve, and thrive and to be exemplary pillars and leaders in our photography industry.
4. All members agree to strive to the highest level of mastery in the craft of Photography & Service.
5. Members agree to be self aware in their limitations of their expertise. If a member doesn't feel competent to undertake certain tasks whether for a photography client, or an educational opportunity to teach photography they agree not to take compensation or refer the most competent party.
6. Members also agree to provide honest and complete financials verifying their photography business success so as not to mislead industry colleagues. Please ensure you have done your due-diligence in acquiring the proper documentation of your success, if questions should arise that need substantiated.
7. Members to act with class and character, striving to be honest, fair and respectful of one another. Behaving to the standards expected as a pillar in the Photography Industry.
8. Non-Disparagement. If you are found to be slandering, libeling or otherwise disparaging our Membership(s), Company, Founders, Course(s) or related materials, you will be immediately removed from the Thriving Photography Society and any related communications. We reserve the right to file a civil claim of action against you for any such damaging actions you take that materially harm our Company.

#### *Application Process:*

1. Membership approval requires a minimum of two conditions to be met. Membership dues paid as agreed. Proof of Business Photography Business financials clearly indicating no less than 100 Thousand per year in Gross receipts per calendar year January 1- December 31.
2. Membership requirements and dues may change at any time.

#### *Payment of Dues:*

1. Payments can be made via the [join membership checkout page](#) .

2. Should there be an issue with your payment and you are unable to make it, we reserve the right to suspend your access to all of the membership resources until you have submitted all outstanding fees. The membership fees will be cleared in a timeframe agreed upon by you and Thriving Photographers Society, until you cover all the necessary payments. After this is done, it will be agreed by the same parties whether you can keep your membership or not. Interest may occur for late payments.
3. Membership fees are subject to change and shall be set for each following membership year by April 1st. We reserve the right to change membership dues with 30 days written notice when time, costs, or inflation dictate the necessity of change.

*Membership Reinstatement:*

1. The Thriving Photographers Society has sole discretion over Membership reinstatement.

*Cancellation and Refunds of Memberships:*

1. Membership can be canceled at any time if you feel you are not getting value and we will refund your investment. If your Annual Business Award has already been ordered or delivered at time of cancellation, your refund amount will be your paid membership dues minus the value of the award (\$1000).
2. Cancellations by The Thriving Photographers Society: We reserve the right to suspend or terminate your membership for any reason, with or without notice and without further obligation. You will not be entitled to a refund in these circumstances. We reserve the right to issue refunds or credits at our sole discretion.
3. Dispute Resolution. You agree to notify the Company of any concerns or issues regarding the Membership, and to give the Company an opportunity to resolve those concerns or issues. If you and our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then you explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action. If a civil cause of action is filed by or against the Company related to the Membership(s), the laws of Florida shall apply.

*Qualifications For Thriving Photographers Society Annual Business Awards:*

1. **Being a member Of Thriving Photographers Society does not automatically qualify you to receive a TPS Business Award.**
2. You must be a Full TPS Member in good standing.
3. You must have been an in good standing member for 1 full year or paid Full Membership dues for 1 full year in advance.
4. You must make a minimum of \$100,000 for the calendar year from your photography business only. Educational or other product profits are not valid for gross sales total.
5. You must submit your official gross sales revenue financial statements or taxes to [support@thrivingphotographersociety.com](mailto:support@thrivingphotographersociety.com) for the previous calendar year *no later than March 1st*.

6. You must be found to be upholding the core values of the Thriving Photographers Society & be an exemplary leader in our industry as a photographer and business owner.
7. You must provide a valid mailing address within the US or Canada. *(Additional shipping charges apply for international addresses)*

*Membership Releases and Contributions:*

1. Members Materials and Contributions. By a Member submitting a comment, photo, video or other material(s) onto any website, group or platform owned or maintained by us, including but not limited to the online software platforms, facebook groups, or other that we use to distribute our Membership and related materials, you agree that we have a non-revocable, commercial license to republish your submission in whole or in part. You have no right to privacy by accessing our Membership(s) or related materials, and we reserve the right to disclose your participation in the same.
2. Model Release. Members must own the copyright to any image(s) used in their Membership or related personal business. Members grant us a commercial license to any image(s) you submit to us by default, such as a Facebook profile photo or other profile image you voluntarily provide in accessing the Membership, or that you provide voluntarily upon our request. Such a default or voluntary release of your image and likeness may be used for any reasonable future business use.
3. Members are responsible for properly obtaining any and all permissions to promote, release, post, advertise, etc. any artwork within their Membership or on Social media and the internet.
4. Notification of Use. We are not obligated to notify you or anyone of our use in our own publications of photographs or other images that you submit to us by default or voluntarily.
5. I agree to be photographed, recorded and videotaped by La Marie & Co, LLC Online Courses & Consulting, including Thriving Photographers Society, B School For Photogs™, 6 Weeks To 6 Figures Boudoir Business Bootcamp™, Photography Clients On Command, The Photog Business Accelerator, and all other online classes, trainings, education and digital products with and/or provided by La Marie & Co, LLC and its agents ("Company") in connection with my participation in any La Marie & Co, LLC Course.
6. I hereby irrevocably authorize The Thriving Photographers Society, La Marie & Co, LLC Online Courses & Consulting, including Thriving Photographers Society, B School For Photogs™, 6 Weeks To 6 Figures Boudoir Bootcamp™, Photography Clients On Command, The Photog Business Accelerator, and all other online classes, trainings, education and digital products with and/or provided by La Marie & Co, LLC and its affiliates to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, and otherwise use, (a) my name, image, likeness, and voice, and (b) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by myself (collectively, the "Materials"), in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, course creation, content creation, advertising or promotion of La Marie & Co, LLC Online Courses & Consulting, its affiliates, or their services, without further consent from or payment to me. It is understood that all of the Materials, and all

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*Intellectual Property Rights:*

1. All video and written content shared, posted, emailed, communicated or otherwise transmitted by the Thriving Photography Society Team or any member of the Thriving Photography Society is solely meant for your personal use and you do not have any rights to download it, share it, transfer it, reproduce it or claim ownership in any way. This includes all content from the Facebook group (<https://www.facebook.com/groups/TPSTribe>).
2. You do not have any rights to resell or trade your Membership at any time;
3. You do not have any rights to share your Membership or any of it's content with anyone else who has not yet been accepted as a member;
4. You do not have any rights to reprint any portion of the Membership content, except as set forth above and for your own individual use;
5. You do not have any rights to republish any of the Membership content, in part or in whole;
6. You do not have any rights to distribute any of the materials contained in the Membership or related materials and/or communications as your own;
7. You do not have any rights to reproduce and alter any part or whole of the Membership or it's content for distribution as your own work;
8. You do not have any rights to claim ownership or use over any of our intellectual property without our prior written consent, which includes (but is not limited to): copyrights such as Membership materials, worksheets, workbooks, lessons, videos and more; trademarks such as names, logos, taglines or other unique source identifiers; or trade dress including the look and feel of the Membership (and its related communications and materials);
9. You do not have any rights to use our Membership or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).
10. We do not accept content that is likely to offend our members and, therefore, we reserve our right to remove it from any posts or groups at any time.

11. You are responsible for each and every access or use of the membership site that occurs in conjunction with use of your username and password.
12. You must keep your username and password confidential.
13. You must not allow any third party to access the site using your username and password and take advantage of the site on your behalf by viewing any of the content unless express permission has been given.

*Indemnity:*

1. General Disclaimer. To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Membership(s), including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. We are not medical, legal, financial or other professionals, or if we are, during the terms of this Membership and related material(s) or communications, we are not offering our professional services and you expressly agree we are not acting in any professional capacity, including medical, legal, financial or otherwise during the term of this Membership. This Membership is for educational and entertainment purposes only. None of the Membership or its related material(s) should be construed as medical, legal, financial advice.
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3. Third Party Disclaimer. You acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any participant or user of our Course(s), including you.
4. Warranties Disclaimer. WE MAKE NO WARRANTIES AS TO OUR PROGRAMS, PRODUCTS, SERVICES, COURSES OR PROGRAM MATERIALS. YOU AGREE THAT PROGRAMS, PRODUCTS, SERVICES, COURSES OR PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, COURSES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT,

COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM, PRODUCTS, SERVICES, COURSES OR PROGRAM MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

5. Technology Disclaimer. We make reasonable efforts to provide you with modern, reliable technology, software and platforms from which to access our Course(s) and related material(s). However, in the event of a technological failure, you accept and acknowledge our lack of responsibility for said failure, and while we will make reasonable efforts to support you, some technological issues are far outside our control and will require you to access support from a third party provider, such as Clickfunnels, where We host our Membership(s).
6. Errors and Omissions. This website is updated on a regular basis, and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials and related media contained herein are entirely accurate, complete or up-to-date. If you should see any errors or omissions and would like to let us know, please notify us at [Support@thrivingphotographersociety.com](mailto:Support@thrivingphotographersociety.com)
7. Indemnification. You agree at all times to indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Course(s)/Membership(s).
8. Limitation of Liability. Thriving Photography Society, La Marie & Co, LLC and its affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use of data or other intangible losses, resulting from or incurred in connection with your use of our Course(s). We do not assume liability for any third party conduct, accidents, delays, harm or other detrimental or negative outcomes as a result of your access to Membership(s) and related material(s).

*Miscellaneous:*

1. All Rights Reserved. All rights not expressly granted in these Terms and Conditions of Use or express written here are reserved by Company.
2. Contact. If you have any questions about any term of these Terms of Membership for the Thriving Photographers Society or what is expected of you as a Member, please contact us at [support@thrivingphotographersociety.com](mailto:support@thrivingphotographersociety.com)