

Photography Contract

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PHOTOGRAPHY SERVICES AGREEMENT

This PHOTOGRAPHY SERVICES AGREEMENT ("Agreement") is entered into as of [DATE] (the "Effective Date") by and between:

[PHOTOGRAPHER NAME], a photographer with principal place of business at [PHOTOGRAPHER ADDRESS] ("Photographer"), and

[CLIENT NAME], with principal place of business or residence at [CLIENT ADDRESS] ("Client").

Photographer and Client may be referred to individually as a "Party" and collectively as the "Parties."

1. ENGAGEMENT

1.1 Services. Client engages Photographer to perform photography services (the "Services") at the location(s) and on the date(s) specified in Exhibit A (Schedule of Services) and Photographer accepts such engagement subject to the terms of this Agreement.

1.2 Independent Contractor. Photographer is an independent contractor and not an employee, agent, or partner of Client. Photographer retains sole control over the manner and means of performing the Services.

2. SCOPE OF SERVICES AND DELIVERABLES

2.1 Scope. The Services may include pre-shoot consultation, photography, editing, post-production, and delivery of final images (the "Deliverables") as described in Exhibit A.

2.2 Delivery. Photographer will deliver the Deliverables in the format and by the delivery date(s) specified in Exhibit A. Delivery is contingent upon Client's timely payment of all fees and receipt of any required materials or approvals from Client.

3. FEES, PAYMENT, AND EXPENSES

3.1 Fees. Client agrees to pay Photographer the fees set forth in Exhibit B (Fee Schedule) (the "Fees").

3.2 Deposit. A non-refundable deposit of [DEPOSIT AMOUNT] is required to reserve the date(s) and is payable upon execution of this Agreement. The deposit will be credited toward the total Fees.

3.3 Balance and Payment Terms. The remaining balance is due as specified in Exhibit B, and unless otherwise stated, is due no later than [NUMBER] days before the shoot date or upon delivery of the Deliverables.

3.4 Late Payment. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Photographer may withhold Deliverables until payment is complete.

3.5 Expenses. Client will reimburse Photographer for reasonable, pre-approved out-of-pocket expenses (travel, lodging, permits, equipment rental) incurred in connection with the Services. Such expenses will be billed in addition to Fees.

4. CANCELLATION AND RESCHEDULING

4.1 Client Cancellation. If Client cancels the Services more than [NUMBER] days prior to the scheduled shoot date, Photographer will retain the deposit but will refund any prepaid amounts in excess of the deposit. If Client cancels within [NUMBER] days of the shoot date, Client is liable for [PERCENTAGE]% of the total Fees.

4.2 Photographer Cancellation. If Photographer must cancel for any reason, Photographer will return all amounts paid by Client and, where possible, assist Client in locating a comparable replacement photographer. Photographer's liability for cancellation is limited to the return of amounts paid.

4.3 Rescheduling. If the Parties mutually agree to reschedule, the deposit and payments will be applied to the new date. If rescheduling is due to weather or Force Majeure, the Parties will use reasonable efforts to agree upon a new date.

5. CLIENT RESPONSIBILITIES

5.1 Cooperation. Client shall provide Photographer with necessary details, access to the shoot location, necessary releases from third parties, and reasonably assist Photographer in obtaining required permissions.

5.2 Safety. Client will notify Photographer of any known hazards at the location and is responsible for the safety and conduct of guests and invitees.

6. PHOTOGRAPHER RESPONSIBILITIES

6.1 Professional Standards. Photographer shall perform the Services in a professional manner consistent with industry standards.

6.2 Backup. Photographer will take reasonable steps to protect and backup data and images during and after the shoot.

7. INTELLECTUAL PROPERTY AND LICENSES

7.1 Ownership. Photographer retains the copyright and all other intellectual property rights in the original images, negatives, digital files, and works created by Photographer, unless otherwise expressly agreed in writing.

7.2 License to Client. Upon full payment of all Fees, Photographer grants Client a non-exclusive, non-transferable, worldwide license to use the Deliverables for the purposes specified in Exhibit B (e.g., personal, editorial, commercial) subject to the restrictions set forth in this Agreement.

7.3 Restrictions. Unless expressly stated otherwise in Exhibit B, Client may not resell, sublicense, or commercially exploit the Deliverables beyond the scope of the license without Photographer's prior written permission and payment of any additional Fees.

7.4 Moral Rights. To the extent permitted by law, Client waives and agrees not to assert any moral rights in the Deliverables against Photographer, provided Photographer's authorship credit requirements in Section 7.5 are observed.

7.5 Credit. Client will provide Photographer with credit in connection with published uses of the Deliverables in the form: "Photograph by [PHOTOGRAPHER NAME]" where reasonably possible.

8. MODEL RELEASES & PERMISSIONS

8.1 Model Releases. Client represents that Client will obtain any necessary model releases, permissions, or consents required for Photographer to shoot and deliver images involving third parties, unless Photographer is engaged to obtain such releases and such services are described and priced in Exhibit A or B.

8.2 Third-Party Property and Trademarks. Client is responsible for obtaining releases for private property, trademarked materials, and branded content to the extent required for the intended use.

9. CONFIDENTIALITY

9.1 Confidential Information. Each Party agrees to keep confidential any non-public proprietary information received from the other Party and not to use or disclose such information except as necessary to perform under this Agreement or as required by law.

10. REPRESENTATIONS & WARRANTIES

10.1 By Photographer. Photographer represents that Photographer has the right to enter into this Agreement, to grant the rights herein, and that Deliverables will be original and will not knowingly infringe third-party rights.

10.2 By Client. Client represents that Client has the right to enter into this Agreement and to authorize Photographer to perform the Services at the agreed location(s) and that Client's intended uses of the Deliverables will not violate applicable law.

11. INDEMNIFICATION

11.1 Indemnity by Client. Client shall indemnify, defend, and hold Photographer harmless from and against any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of Client's use of the Deliverables outside the scope of the license, Client's breach of this Agreement, or Client's failure to obtain necessary releases or permissions.

11.2 Indemnity by Photographer. Photographer shall indemnify Client against any claims arising from Photographer's breach of the representations in Section 10.1, subject to Photographer's limitation of liability in Section 12.

12. LIMITATION OF LIABILITY

12.1 Limitation. Except for willful misconduct or gross negligence, in no event will either Party be liable to the other for consequential, incidental, special, punitive, or indirect damages. Photographer's total aggregate liability for any claim arising from this Agreement shall not exceed the total Fees paid by Client to Photographer under this Agreement.

13. WARRANTY DISCLAIMER

13.1 Except as expressly set forth in this Agreement, Deliverables are provided "as is," and Photographer disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

14. TERMINATION

14.1 For Cause. Either Party may terminate this Agreement for material breach by the other Party if the breaching Party fails to cure such breach within [NUMBER] days after receipt of written notice.

14.2 Effect of Termination. Upon termination, Client shall pay Photographer for all Services rendered and expenses incurred through the termination date. Provisions that by their nature should survive termination (intellectual property, confidentiality, indemnification, limitation of liability, payment obligations) shall survive.

15. FORCE MAJEURE

15.1 Neither Party shall be liable for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to acts of God, government actions, pandemics, fire, flood, strikes, or other labor disturbances. The affected Party shall notify the other promptly and use reasonable efforts to resume performance.

16. INSURANCE

16.1 Photographer may maintain general liability, professional liability, and equipment insurance as Photographer deems appropriate. Client may require proof of insurance where reasonably necessary for the shoot; such requirement must be stated in Exhibit A.

17. DISPUTE RESOLUTION

17.1 Negotiation. The Parties shall attempt to resolve any dispute arising under this Agreement through good-faith negotiation.

17.2 Mediation/Arbitration. If the Parties cannot resolve the dispute within [NUMBER] days, the Parties agree to submit the dispute to mediation in [CITY], [STATE]. If mediation fails, either Party may submit the dispute to binding arbitration in [CITY], [STATE], under the rules of the American Arbitration Association (or other mutually agreed forum). Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

18. GOVERNING LAW

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of laws principles.

19. NOTICES

19.1 All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above or to such other address as a Party may designate by written notice. Notices are effective upon receipt.

20. ENTIRE AGREEMENT

20.1 This Agreement, including Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written.

21. AMENDMENTS

21.1 No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

22. SEVERABILITY

22.1 If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the invalid provision shall be replaced with a valid provision that most closely matches the Parties' intent.

23. ASSIGNMENT

23.1 Neither Party may assign this Agreement without the other Party's prior written consent, except that Photographer may assign its rights to a successor in interest in connection with a sale of Photographer's business.

24. PUBLICITY

24.1 Photographer may use images from the shoot in Photographer's marketing materials, portfolio, website, and social media unless Client elects to prohibit such use in Exhibit B. Where Client prohibits use, Photographer will respect such restriction in writing.

25. RECORDS AND BACKUP

25.1 Photographer will retain image files for a period of [NUMBER] months/years following delivery, whereupon Photographer may destroy or delete files. Client is encouraged to maintain its own backups. Photographer is not liable for loss of images after the retention period.

26. MISCELLANEOUS

26.1 Headings. Headings are for convenience only and do not affect interpretation. 26.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PHOTOGRAPHER:

[PHOTOGRAPHER NAME]

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: [DATE]

CLIENT:

[CLIENT NAME]

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: [DATE]

EXHIBIT A – SCHEDULE OF SERVICES

- Shoot Date(s): [EVENT DATE(S)]
- Location(s): [LOCATION ADDRESS / VENUE NAME]
- Call Time: [TIME]
- Duration: [HOURS]
- Services to be Provided: [E.G., ENGAGEMENT SESSION, WEDDING DAY COVERAGE, PORTRAIT SESSION, COMMERCIAL SHOOT]
- Specific Deliverables: [NUMBER] edited digital images in [FILE FORMAT], [NUMBER] prints, album specifications, proof gallery URL
- Delivery Method: [DOWNLOAD LINK / USB / PRINTS]
- Delivery Date(s): [DELIVERY DATE]
- Additional Notes / Shot List: See attached Shot List

EXHIBIT B – FEES, LICENSE & USAGE

- Total Fee: [TOTAL FEE]
- Deposit Amount: [DEPOSIT AMOUNT]
- Remaining Balance Due: [AMOUNT] due [NUMBER] days before shoot or upon delivery
- Expense Reimbursements: [TRAVEL / LODGING / PERMITS ESTIMATES]
- License Granted Upon Payment: [PERSONAL / COMMERCIAL / EDITORIAL] license, limited to: [DESCRIBE SCOPE, TERRITORY, DURATION]
- Additional Usage Fees: [FEES FOR EXTENDED USAGE, ADVERTISING, REDISTRIBUTION]
- Photographer Credit Required: [YES / NO]
- Photographer Publicity Use: [ALLOWED / PROHIBITED / CONDITIONS]

EXHIBIT C – OPTIONAL MODEL RELEASE

This Model Release may be completed separately where models, talent, or subjects are photographed and grants Photographer and/or Client rights to use images as specified. If required, attach completed release(s) signed by the subject(s) or guardian(s) prior to the shoot.

EXHIBIT D – SHOT LIST (If applicable)

- List of required shots and priority items: [E.G., FAMILY FORMALS, KEY EVENT MOMENTS, PRODUCT IMAGES, SPECIFIC ANGLES]

NOTES AND SPECIAL TERMS

- Any special terms, vendor access responsibilities, insurance requirements, or venue rules: [SPECIFY SPECIAL TERMS]

By signing above, the Parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Agreement.

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