

## Official Photography Services Contract

This agreement is between \_\_\_\_\_ (hereafter “the photographer” “photographer”) and \_\_\_\_\_ (hereafter referred to as “CLIENT”).

### 1. Scope of Work:

This contract is for services and products related to a photography shoot (hereafter “the shoot” or “the shoot”) to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at \_\_\_\_\_ (time) and \_\_\_\_\_ (place).

PHOTOGRAPHER agrees to provide no fewer than \_\_\_\_\_ photos for client to view after the shoot and is not required to provide more than this number of images.

PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

### 2. Fees:

In consideration for the photography services provided by the PHOTOGRAPHER, CLIENT agrees to pay the sum of \_\_\_\_\_. CLIENT agrees to pay the photographer a non-refundable initial payment totaling \_\_\_\_% of the total price of the photography services upon signing this contract. The initial payment reserves the photographer’s time and is not a retainer or a deposit. PHOTOGRAPHER agrees to not advertise availability of this time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

The balance of the payment for photography services must be paid in full *no later than 7 days* after the SHOOT detailed in Section 1, Scope of Work.

### 3. Work Product:

PHOTOGRAPHER will deliver proofs of photos to CLIENT no later than thirty days (30 days) after the date of the SHOOT.

All photos delivered to CLIENT are licensed for CLIENT’S personal use only. Photos from the SHOOT are included in the price for the photography services.

How many prints—including in the price—will be delivered to client, in what sizes, and what materials will be used for printing? \_\_\_\_\_

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CLIENT understands and agrees that prints take longer for delivery and will be inspected by the PHOTOGRAPHER for quality before delivering them to CLIENT.

**4. Indemnification:**

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is in no obligation to capture any specific moment, or pose, or person(s) during the SHOOT.

4.2 – If PHOTOGRAPHER is unable to perform the services in this contract for any cause outside its control, client agrees to indemnify photographer for any damage, loss, liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 – CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 – CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot more than sixty (60) days after the photos have been delivered to client.

4.5 – CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury, which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

**5. Duty of Client:**

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permissions at reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent the photographer from photographing the event(s), is not the fault, liability, or responsibility of photographer.

**6. Exclusive Photographer:**

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or set-ups made by the photographer. This slows the photographer’s work and violates the photographer’s right to take pictures at the event(s).

**7. Model Release:**

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees permission to use CLIENT’S image, or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT’S likeness and image on PHOTOGRAPHER’S website, or other advertising.

PHOTOGRAPHER Signature \_\_\_\_\_ Date \_\_\_\_\_

CLIENT Signature \_\_\_\_\_ Date \_\_\_\_\_