

Photography Contract

This Photography Contract (hereinafter the "Agreement") is dated on this _____ day of _____, 20__ (hereinafter the "Effective Date"), and is executed by and between _____ (the "Photographer") located at _____ and _____ (the "Client") located at _____, for the purpose of setting forth the terms and conditions by which the Client desires to acquire the photography services from the Photographer.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services. Client retains the above Photographer and the Photographer agrees to perform for the Client, certain services set forth in **Exhibit A** to this Contract (the "Services"). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services agreed to by the Parties. The date and location of the photography event, service(s), session(s) and related event(s) and reception, are defined in Exhibit A attached hereto.

The Photographer shall coordinate with the Client on all photography matters with regard to the session and shall plan and discuss flow of the event, if applicable as it shall happen on the scheduled date. Specifically, the Photographer shall provide the services outlined in Exhibit A attached hereto and incorporated herein. The Clients may purchase additional services in accordance with the terms and rates set forth herein. The Photographer's responsibilities, including the media format and delivery are specifically outlined in **Exhibit B** of this Contract.

Payment.

The Client agrees to the following Payment Terms:

Photographer's Total Fee for Services	
Non-Refundable Deposit (if applicable)	
Additional Services (if applicable) *As Described on Exhibit B	
Other Fees (Describe):	
Remaining Balance	

***The Non-Refundable Deposit is due upon execution of this Contract**

Payments must be made to the Photographer by credit card, money order, check, or any other approved method of payment accepted by the Photographer.

Payments must be mailed to:

Should the Client, at any time, request any additional photography services not in this Photography Contract, it shall be approved by the Photographer and be executed in writing. Any additional services agreed to and additional fees that shall follow are due on the date of the Services.

Completion and Deliverables. The Photographer shall complete the photography services by _____ [a.m./p.m.] on or before _____, 20___. Time shall be of the essence in the Photographer's performance of this Agreement.

Supplies and Equipment.

[] The Photographer, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Photography Services as defined under this Agreement unless otherwise agreed upon by the parties. Should the Client not furnish the agreed upon supplies, the Client understands they will be responsible for reimbursing the Photographer for all expenses incurred.

[] The Client is responsible for furnishing the following supplies and/or equipment:

Copyright and Reproduction. The copyright of the photographs subject to this Agreement is always retained by the Photographer. Sale, publication, or any other commercial use is strictly prohibited without the prior written consent of the Photographer.

This provision also encompasses social media, including but not limited to, Facebook, Instagram, Twitter, and any blog or anything of the like. If a photo subject to this Contract is published it must have a caption crediting the Photographer. The Client agrees that they will not alter the Photographer's photographs that are posted in a public manner or on the internet. The Client is responsible for any family member or friend who posts any photos subject to this Contract online and agrees that they shall not be cropped, edited or altered in any way without express permission from the Photographer.

Promotional Rights and Model Release. The Client grants the Photographer and his/her successors, legal representatives and assigns the irrevocable and unrestricted right to use and alter the material for commercial, promotional, marketing, competition or other purposes without compensation and hereby

release and shall hold harmless the Photographer and his/her successors, legal representatives and assigns from all claims or liability resulting from or associated with the use of the material.

The Client agrees not to sell any of the files or prints without written permission from the Photographer. The Client acknowledges and agrees that they are signing a model release to allow the use of the photographs of the Client(s) and all other parties pictured at the event or session for the Photographer's business purposes.

Indemnification. The Client will hold harmless and indemnify the Photographer against any and all claims and actions arising out of the activities related to the session, or resulting from the activities during the event, including, but not limited to any related events arising from this Contract.

Representations and Warranties. The Photographer represents and warrants to the Client that all Services performed by the Photographer shall be done with due diligence and according to standard industry practice.

Cancellation Policy. The Photographer's cancellation policy is as defined below:

The Client may cancel this Agreement, in writing, for any reason. If a related event and/or session is canceled, refunds are limited to unearned fees (as defined herein), funds in excess of unused or non-refundable fees and out-of-pocket expenses.

Additionally, the Photographer may cancel this Agreement at any time. In such an event, the Photographer must provide a comparable replacement Photographer, subject to Client's express consent. If the Client would not like to use the replacement provided, the Photographer shall refund all monies previously paid by the Client, including the non-refundable deposit.

In the event of cancellation, the Client and the Photographer shall agree and declare in writing that this Contract has been terminated and will no longer remain in effect. All outstanding obligations of the Photographer to the Client shall be deemed void and invalid.

Termination. This Contract shall naturally terminate upon the end of services (or date specified herein), and upon the completion of the Photographer's performance of all duties and obligations toward the Client.

No Exclusivity. The Parties subject to this Agreement understand and acknowledge that this Contract is not exclusive. Each Party respectively agrees that they are free to enter into other similar Contracts with other parties.

Confidentiality. Any and all parts of this Contract, including all attachments hereto, shall be strictly construed and considered confidential in nature. Neither the Photographer nor the Client shall have the right and entitlement to disclose any information and detail in relation to the Contract and the Services

herein represented and embodied. Such disclosure shall be considered a material breach of this Contract and shall be subject to further action by the aggrieved party.

Independent Contractor. The Parties expressly agree and understand that the above-listed Photographer is a contractor hired by the Client and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

Accordingly, the Photographer acknowledges that neither the Photographer or the Photographer's Employees are not eligible for any benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Photographer is not the agent of Client or its Company and is not authorized and shall not have the power or authority to bind Client or its Company or incur any liability or obligation, or act on behalf of Client or its Company. At no time shall the Service Provider represent that it is an agent of the Client or its Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those for the Client.

The Photographer is not entitled to receive any other compensation or any benefits from the Client. Except as otherwise required by law, the Client shall not withhold any sums or payments made to the Photographer for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Contractor's responsibility. The Photographer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

The Photographer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Photographer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

Access. The Client agrees to provide the Photographer with the necessary access to the Property, and to all areas of the Property scheduled to be serviced as defined under Scope of Services, at the scheduled date(s) and time(s). Failure to do so allows the Photographer to deem the failure as a material breach and is subject to the appropriate legal remedies.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from the Client to the Photographer shall be hand-delivered or mailed to:

or such other address as the Client shall specify in written notice to the Photographer

(b) if from the Photographer to the Client, shall be hand-delivered or mailed to:

or such other address as the Photographer shall specify in written notice to the Client.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

No Assignment. This Contract shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

Waiver, Amendment, or Modification. No waivers, amendments and/or modifications to this Contract shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both the Photographer and the Client.

Severability. Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

Force Majeure. The Photographer and any of its employees or agents shall not be in breach of this Contract for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Photographer.

Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Electronic Signatures. This Contract and related documents entered into in connection with this Contract are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Captions. All marginal headings and numbers to the articles, sections, and subsections in this Contract are for the sole purpose of convenience of reference and shall not in any way affect the construction or interpretation of this Contract.

Entire Contract. This Contract constitutes the entire Contract by and between the Photographer and the Client, and supersedes all prior communications, understandings, representations, and Contracts, either written and/or oral, with respect to all matters covered in the Contract.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Photography Contract effective as of the _____ day of _____, 20__ (the "Effective Date").

Dated: _____

Dated: _____

Photographer's Signature

Client's Signature

Photographer's Printed Name or Entity

Client's Printed Name or Entity

Photographer's Contact Information:

Client's Contact Information:

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

EXHIBIT A

PHOTOGRAPHY SERVICES

The Photographer agrees to provide the photography following services:

The Photographer is entitled to reimbursement of the following expenses incurred while performing such services:

*The Photographer agrees that any expense not listed must be pre-approved by the Client. The Photographer agrees to provide any receipts of any other related document to such expenses.

SESSION INFORMATION	
Session Date:	Estimated Number of Guest (if applicable):
Name of Event:	Start Time:
	End Time:
Name and Location of Event:	Start Time:
	End Time:
Other Session Details:	

Other:

Exhibit B

Photographer Responsibilities

The Photographer shall perform the Services and deliver the Photographs to the Client in a timely manner in the formats and media, and to the address, set forth pursuant to the terms listed below:

Format/Media for Delivery:

- a. The Photographer will deliver the photographs to the Client in the following format(s):

- b. The Photographer will deliver all the photographs:

Digitally to _____

Physically to _____

Other to _____

Final Deadline: _____

Other:
