**PHOTOGRAPHY CONTRACT**

This Photography Contract (hereinafter the “Contract”) 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 exclusive 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, thePhotographer 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.

**Terms of Payment.**

The Client agrees to the following Payment Terms:

|  |  |
| --- | --- |
| **Photographer’s Total Fee for Services** |  |
| **Non-Refundable Deposit** |  |
| **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**

**The Photographer accepts the following methods of payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Payments must be mailed to:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Copyright and Reproduction.** The copyright of the photographs subject to this Contract 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 singing 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 follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Client may cancel this Contract, 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.

The Photographer may cancel this Contract 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.

**Dispute Resolution and Legal Fees.** In the event of a dispute arising from this Contract, the parties agree to engage in mediation, each party responsible for their own separate cost. If the mediation is unsuccessful, the parties may pursue legal action whereby the prevailing party shall be entitled to any and all legal fees, including but not limited to attorney’s fees and others deemed appropriate by the court.

**No Assignment.** This Contract shall inure to and 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.

**Nature of Relationship.** The relationship created and embodied in this Contract is of Service Provider (the Photographer) and Customer (the Client). No provision in this Contract shall constitute an understanding that the relationship of both parties is by nature employer and employee.

**Applicable Law.** This Contract shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ applicable to Contracts negotiated, executed and performed wholly within the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**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 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:**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Photographer will deliver all the photographs:

[ ] Digitally to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Physically to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Other to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Final Due Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_