

PHOTOGRAPHY TERMS AND CONDITIONS

Location: _____ Effective Date: _____

Photographer Information:

Full Name / Business Name: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name / Business Name: _____

Address: _____

Phone/Email: _____

Project Details:

Description of Services: _____

Location(s) of Shoot: _____

Scheduled Date(s): _____

Fees and Payment:

Total Fee: _____ USD

Deposit Amount (if any): _____ USD

Payment Schedule and Method: _____

1. Grant of Rights

Photographer grants Client a non-exclusive, non-transferable license to use the delivered photographs solely for the purposes agreed upon in this Agreement. All copyrights and intellectual property rights remain with the Photographer unless otherwise agreed in writing.

2. Deliverables

Photographer shall deliver the final edited photographs as specified, in the format and resolution agreed upon. Delivery timelines will be mutually agreed but are not guaranteed if unforeseen circumstances arise.

3. Usage Restrictions

Client shall not sell, license, or distribute the photographs to third parties without Photographer's prior written consent. Client agrees not to alter the photographs beyond basic edits without Photographer's permission.

4. Cancellation and Rescheduling

Either party may cancel or reschedule the shoot with at least 48 hours' advance written notice. Deposits are non-refundable but may be applied to rescheduled shoots at Photographer's discretion.

5. Client Responsibilities

Client is responsible for obtaining any necessary permissions, releases, or permits for locations, subjects, and property involved in the shoot. Client shall ensure all participants are informed of the shoot and consent to photography.

6. Model Releases

Photographer is not responsible for securing model releases unless specifically agreed. Client shall provide Photographer with any required releases for publication or commercial use.

7. Limitations of Liability

Photographer's liability for any claim arising from this Agreement is limited to the total fees paid by Client. Photographer is not liable for indirect, incidental, or consequential damages.

8. Indemnification

Client agrees to indemnify and hold Photographer harmless from any claims, damages, or expenses arising from Client's use of the photographs or breach of this Agreement.

9. Force Majeure

Neither party shall be liable for failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, strikes, or government orders.

10. Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in _____ County, _____.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, proposals, or communications. Amendments must be in writing and signed by both parties.

12. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement unless required by law.

13. Independent Contractor

Photographer is an independent contractor and not an employee or agent of Client. Photographer retains full control over the manner and means of performing the services.

14. Copyright Notice and Credits

Photographer reserves the right to use the photographs for self-promotion and portfolio purposes. Client agrees to credit Photographer when reasonably possible.

15. Client Approval

Client shall review and approve proofs or drafts of photographs in a timely manner. Failure to respond within agreed timelines shall be deemed approval.

16. Archival Storage

Photographer retains copies of the photographs for a minimum of one year after delivery. Client is responsible for backing up delivered files.

17. Modification of Terms

No waiver or modification of any term of this Agreement shall be valid unless in writing and signed by both parties.

18. Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder shall remain in full force and effect.

19. Notices

All notices shall be in writing and delivered via hand, certified mail, nationally recognized courier, or electronic means with confirmation of receipt.

20. Signatures

This Agreement may be executed in counterparts and electronically, all of which together constitute one binding Agreement.

PHOTOGRAPHER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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