

PHOTOGRAPHY CONTRACT

1. 1. Parties

This Photography Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [PHOTOGRAPHER NAME OR STUDIO], located at [PHOTOGRAPHER ADDRESS] (the "Photographer"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Photographer and the Client are referred to individually as a "Party" and together as the "Parties." The contact details for all notices are [PHOTOGRAPHER EMAIL AND PHONE] and [CLIENT EMAIL AND PHONE]. Each Party represents that the person signing below is authorized to enter into this Agreement.

2. 2. Session Details

The Photographer will photograph the following: [EVENT OR SESSION TYPE, e.g., wedding, portrait session, commercial product shoot] on [SHOOT DATE] beginning at [START TIME] and ending at approximately [END TIME], for a total of [COVERAGE HOURS] hours of coverage. The location or locations are [SHOOT LOCATIONS], and the Client is responsible for securing any permit, venue permission, or property access required to photograph there. A second photographer or assistant [WILL / WILL NOT] be present, at a fee of [SECOND SHOOTER FEE] where applicable. The schedule for the day, including any must-have moments or shot list, is attached as Exhibit A and will be reviewed by the Parties at least [PRE-SHOOT REVIEW, e.g., 14 days] before the shoot date.

3. 3. Deliverables and Delivery

The Photographer will deliver approximately [NUMBER OF IMAGES] edited digital images in [FILE FORMAT AND RESOLUTION] through [DELIVERY METHOD, e.g., an online gallery with download access] within [DELIVERY TIMELINE, e.g., six weeks] after the shoot date. A preview selection of [PREVIEW COUNT] images will be provided within [PREVIEW TIMELINE, e.g., seven days] where included in the package. Printed products, albums, or enlargements are included only if listed here: [PRINTED PRODUCTS]. The online gallery will remain available for [GALLERY PERIOD, e.g., 90 days], after which continued hosting is available at [ARCHIVE FEE]. The Client is responsible for downloading and backing up the delivered files during the gallery period.

4. 4. Fees, Retainer, and Payment Schedule

The total fee for the services is [TOTAL FEE], payable as follows: a non-refundable retainer of [RETAINER AMOUNT] due on signing to reserve the date, and the balance of [BALANCE AMOUNT] due no later than [BALANCE DUE DATE, e.g., 14 days before the shoot date]. The retainer compensates the Photographer for reserving the date and turning away other bookings, and is credited against the total fee. The Photographer is not obligated to perform the services if the balance is unpaid by the due date. Payment is made by [PAYMENT METHOD], and amounts unpaid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. All prices exclude any applicable sales tax on products or services, which will be added where required.

5. 5. Travel, Expenses, and Overtime

The fee includes travel within [TRAVEL RADIUS] of [BASE LOCATION]. Travel beyond that radius is billed at [MILEAGE RATE] per mile, plus tolls, parking, and, where the shoot requires an overnight stay, reasonable lodging and meals at cost. Permit fees, venue charges, prop and wardrobe purchases, and specialty equipment rentals are billed to the Client at cost with prior written approval. Coverage beyond the hours in Section 2 is billed

in [OVERTIME INCREMENT, e.g., 30-minute] increments at [OVERTIME RATE], and the Client will be told when overtime is about to begin where circumstances allow. The Client will provide the Photographer with reasonable access to a meal and a short break during any shoot longer than [MEAL BREAK THRESHOLD, e.g., five hours].

6. 6. Cancellation, Rescheduling, and Weather

If the Client cancels, the retainer is not refunded, and if cancellation occurs within [LATE CANCELLATION WINDOW, e.g., 30 days] of the shoot date the Client will also pay [LATE CANCELLATION FEE, e.g., 50 percent of the balance] because the date can no longer be rebooked. The Client may reschedule once without penalty by giving at least [RESCHEDULE NOTICE, e.g., 30 days] notice, subject to the availability of the Photographer, and the retainer transfers to the new date. For outdoor sessions, either Party may postpone due to rain, snow, extreme heat, wildfire smoke, or unsafe conditions by notifying the other at least [WEATHER NOTICE, e.g., four hours] before the start time, and the session will be rescheduled to the next mutually available date at no additional charge. If the Photographer cannot perform because of illness, injury, equipment failure, or another emergency, the Photographer will make reasonable efforts to arrange a qualified replacement photographer at no additional cost to the Client, and if no replacement is available the Photographer will refund all amounts paid, including the retainer. Neither Party is liable for failure to perform caused by events beyond reasonable control, and the refund described above is the sole remedy in that situation.

7. 7. Copyright Ownership

The Photographer is the author of the photographs and owns the copyright in every image created under this Agreement, including images not selected for delivery. Nothing in this Agreement transfers copyright to the Client unless the Parties sign a separate written assignment, which is available at [COPYRIGHT BUYOUT FEE]. The Client receives the license described in Section 8 rather than ownership of the images. The Client may not claim authorship of the photographs or register any copyright in them. Any transfer of copyright, if agreed, takes effect only after all amounts under this Agreement have been paid in full.

8. 8. Usage License Granted to the Client

On receipt of full payment, the Photographer grants the Client a [LICENSE SCOPE, e.g., non-exclusive, perpetual, worldwide] license to use the delivered images for [PERMITTED USES, e.g., personal, non-commercial purposes including prints, social media, and holiday cards / the marketing uses listed in Exhibit B]. Unless expressly stated, the license does not include resale of the images, licensing to third parties, use in paid advertising, use on merchandise for sale, or submission to stock libraries or contests as the work of the Client. The Client may make personal prints from the delivered files and may share them online, and the Client will credit the Photographer as [CREDIT LINE] where a credit is customary. The Client may crop or resize images for layout purposes but will not apply filters, composites, or other alterations that materially change the content or the character of the image without written permission. Additional or expanded usage rights are available at [ADDITIONAL LICENSE FEE], and any license granted terminates if the account is not paid in full.

9. 9. Model Release and Portfolio Use

The Client consents, on behalf of the Client and any person the Client is authorized to represent, to the use of the photographs by the Photographer for portfolio, website, social media, printed samples, exhibitions, competitions, and advertising of the photography business, without additional compensation. The Client will notify the Photographer in writing before the shoot of any individual who has not consented to such use, and the Photographer will exclude that individual from promotional use. Where the shoot involves minors, the parent or guardian signing this Agreement confirms authority to grant the consent above for those minors. The Client may

request a confidentiality hold by giving written notice, in which case the Photographer will not publish images before [EMBARGO DATE] or before the Client publishes them, whichever is earlier. The Photographer will not sell the images to a stock library or license them for third-party advertising without a separate written release signed by each recognizable person shown.

10. 10. Image Selection, Editing, and Retouching

The Photographer selects which images to deliver and applies a consistent editing style including exposure, color, contrast, and basic cleanup. Unedited, raw, or rejected files are not part of the deliverables and are not available for purchase unless the Parties agree otherwise in writing at [RAW FILE FEE]. Advanced retouching, such as removing or adding people, extensive skin work, or compositing, is available at [RETOUCHING RATE] per image and must be requested within [RETOUCH REQUEST WINDOW, e.g., 30 days] of delivery. The Client may request reasonable corrections to specific delivered images within [CORRECTION WINDOW, e.g., 14 days] of delivery, limited to [NUMBER OF CORRECTIONS] images at no charge. Requests to change the overall editing style are not corrections and are billed at the retouching rate.

11. 11. Creative Control and Client Cooperation

The Photographer retains creative control over the shoot, including composition, lighting, posing direction, and the final selection of delivered images, while making good-faith efforts to accommodate the shot list in Exhibit A. The Client understands that a shot list is a guide and that specific images cannot be guaranteed where they depend on the cooperation of guests, the schedule of the event, the venue, or lighting conditions. The Client will designate [POINT OF CONTACT NAME] to identify key people and coordinate group photographs, and will allow adequate scheduled time for those photographs. The Client will inform the Photographer in advance of venue restrictions, including limits on flash, tripods, drones, or access to particular areas, and the Photographer is not responsible for images missed because of restrictions disclosed too late. The Photographer may decline to continue a shoot where the crew is subjected to unsafe conditions, harassment, or abusive behavior, and in that case the fee is treated as fully earned.

12. 12. Guests, Other Photographers, and Equipment

The Client will ask guests and attendees not to obstruct the working areas of the Photographer and to refrain from using flash or standing in the aisle during key moments. If the Client engages another photographer or videographer, the Parties will cooperate in good faith, but the Photographer is not responsible for images affected by the equipment, lighting, or positioning of another vendor. The Photographer will provide all cameras, lenses, lighting, and storage media, will use professional-grade equipment, and will maintain backup camera bodies and duplicate storage of the files where the shoot format allows. The Client will ensure that any electrical power or setup space the Photographer requires is available at the location. Any equipment damage caused by the Client or the guests of the Client is the responsibility of the Client at replacement cost.

13. 13. Delivery Failure, Archiving, and Backups

The Photographer will back up the image files as soon as reasonably practical after the shoot and will retain the delivered files for at least [ARCHIVE PERIOD, e.g., 12 months] after delivery, after which the Photographer has no obligation to retain them. The Client is responsible for maintaining its own copies of the delivered images, and re-delivery after the archive period, if the files still exist, is available at [RE-DELIVERY FEE]. In the unlikely event of a total loss of the images before delivery due to equipment failure, theft, fire, or another event outside the reasonable control of the Photographer, the liability of the Photographer is limited to a refund of all amounts paid by the Client. In the event of a partial loss, the Photographer will deliver the images that remain and refund a proportionate share of the fee. The Client acknowledges that the events photographed cannot be recreated and

accepts these remedies as the exclusive remedies for image loss.

14. 14. Limitation of Liability, Warranties, and Indemnification

The Photographer warrants that the services will be performed with professional skill and care consistent with industry standards, and makes no other express or implied warranty, including any warranty that specific images will be produced. Neither Party is liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits or emotional distress claims, arising out of this Agreement. The total liability of the Photographer for any claim under this Agreement will not exceed the total amount paid by the Client under this Agreement. The Client will defend and indemnify the Photographer against claims arising from the failure of the Client to obtain any required permit, venue permission, or consent from a person photographed, and from any use of the images by the Client outside the license granted in Section 8. The Photographer will defend and indemnify the Client against claims that the delivered images infringe the intellectual property rights of a third party, excluding claims based on materials, locations, or subjects supplied or arranged by the Client.

15. 15. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any dispute will be brought exclusively in the courts located in [VENUE COUNTY AND STATE]. The Parties will attempt to resolve disputes through direct discussion and then non-binding mediation in [MEDIATION LOCATION] before filing suit, and the prevailing Party may recover reasonable attorney fees and costs. This Agreement, together with Exhibit A and Exhibit B, is the entire agreement between the Parties and replaces all earlier proposals, price lists, and conversations; amendments must be in writing and signed or acknowledged in writing by both Parties. Neither Party may assign this Agreement without the written consent of the other, except that the Photographer may arrange a replacement photographer as described in Section 6. If any provision is unenforceable, the remainder stays in effect and that provision will be narrowed only as far as necessary.

16. 16. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement, including the copyright and license terms, as of the Effective Date. PHOTOGRAPHER: [PHOTOGRAPHER NAME OR STUDIO]. Signature: _____. Printed Name: [PHOTOGRAPHER SIGNER NAME]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Date: [DATE]. If the Client is signing on behalf of a minor, print the name of the minor here: [MINOR NAME]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Copyright, publicity, and model release requirements vary by state and by intended use, and commercial advertising uses generally require broader releases than this template provides. Review and adapt the language for your shoot type and jurisdiction, and consult a licensed attorney before relying on it for a high-value commercial licensing deal. Use of this template does not create an attorney-client relationship with ScanContract.