

GENERAL PHOTOGRAPHY SERVICES AGREEMENT

Location: _____ Date: _____

Parties:

Photographer Name: _____

Address: _____

Phone/Email: _____

Client Information:

Client Name: _____

Address: _____

Phone/Email: _____

Services:

Description of Photography Services: _____

Fees and Payment:

Total Fee: _____ USD

Deposit Amount (if any): _____ USD

Balance Due: _____ USD

Payment Method and Schedule: _____

1. Scope of Services

Photographer agrees to provide professional photography services as described herein, including but not limited to shooting, editing, and delivering digital images as agreed upon by the parties. The scope of services shall be detailed in an attached Schedule or referenced herein.

2. Deliverables

Photographer shall deliver to Client the agreed number of edited digital photographs in agreed formats by agreed deadlines, unless otherwise mutually agreed in writing.

3. Usage Rights and License

Photographer grants Client a limited, non-exclusive, non-transferable license to use the delivered photographs for the purposes stated in this Agreement. All other rights, including copyright, remain with the Photographer unless specifically assigned in writing.

4. Payment Terms

Client agrees to pay Photographer the total fee as set forth above. A deposit, if any, is due upon execution of this Agreement and is non-refundable except as provided herein. The remaining balance is due upon delivery of final images or as otherwise agreed.

5. Cancellation and Rescheduling

Client may cancel or reschedule the services by providing written notice to Photographer. Cancellation fees may apply as specified herein. Photographer reserves the right to reschedule due to unforeseen circumstances with notice to Client.

6. Client Cooperation

Client agrees to cooperate and provide necessary access, permissions, and information for Photographer to perform services. Failure to cooperate may impact delivery timelines and result in additional charges.

7. Model Releases and Permissions

Client shall obtain all necessary releases and permissions for individuals or property included in photographs, and shall indemnify Photographer against any claims arising from lack of such releases.

8. Limitation of Liability

Photographer's liability for any claim arising out of or related to this Agreement shall be limited to the amount paid by Client under this Agreement. Photographer is not liable for consequential or incidental damages.

9. Indemnification

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

10. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information obtained in connection with this Agreement, except as required by law or with prior written consent.

11. Governing Law and Jurisdiction

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

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendments or modifications must be in writing and signed by both parties.

13. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, government actions, or other unforeseeable events.

14. Independent Contractor

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

15. Copyright Notice and Credit

Unless otherwise agreed, Photographer may use the photographs for self-promotion, portfolio, and marketing purposes, with appropriate credit given unless Client requests anonymity in writing.

16. Warranty Disclaimer

Photographer makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, except as expressly stated in this Agreement.

17. Amendments

Any changes to this Agreement must be made in writing and signed by authorized representatives of both parties.

18. Severability

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

19. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, or by recognized overnight courier to the addresses listed above.

20. Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be binding and enforceable.

PHOTOGRAPHER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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