

# PHOTOGRAPHY SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Photographer Information:

Full Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Photography Services:

Description of Services: \_\_\_\_\_

Event Date(s) and Time(s): \_\_\_\_\_

## Payment Terms:

Total Fee: \_\_\_\_\_ USD

Deposit Amount: \_\_\_\_\_ USD

Balance Due: \_\_\_\_\_ USD

Payment Method: \_\_\_\_\_

### 1. Engagement and Services

The Client hereby engages the Photographer to provide photography services as described above, and the Photographer agrees to provide such services under the terms and conditions set forth in this Agreement.

### 2. Payment

Client agrees to pay Photographer the Total Fee specified above. A non-refundable Deposit is due upon signing this Agreement to secure the date(s). The remaining Balance Due shall be paid in full prior to or at the delivery of final products. Payment methods include cash, check, credit card, or electronic transfer.

### 3. Cancellation and Rescheduling

Either party may cancel or reschedule the services by providing written notice to the other party. Deposit payments are non-refundable but may be applied to rescheduled dates at the Photographer's discretion. If the Client cancels less than seven (7) days before the event date, the Client shall be responsible for the full remaining balance.

### 4. Copyright and Usage Rights

The Photographer retains all copyrights to the images created during the engagement. The Client is granted a non-exclusive, personal use license for the images and may print and share for personal purposes only. Commercial use or resale requires prior written permission from the Photographer.

### 5. Delivery of Images

Photographer will deliver the final images in digital format within a reasonable time frame following the shoot. The Photographer reserves the right to select the images to be delivered and to perform reasonable editing and retouching.

#### **6. Model Release**

Client grants Photographer the irrevocable and unrestricted right to use and publish photographs of Client and/or event for editorial, trade, advertising, and any other lawful purposes, including but not limited to portfolio, website, and social media.

#### **7. Limitation of Liability**

Photographer will take all reasonable care in providing services. However, Photographer is not liable for any loss, damage, or failure to deliver resulting from causes beyond Photographer's control, including but not limited to equipment failure, weather conditions, or Client's failure to cooperate.

#### **8. Indemnification**

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

#### **9. Force Majeure**

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

#### **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. Any amendments must be in writing and signed by both parties.

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State in which the services are performed, without regard to its conflict of law provisions.

#### **12. Dispute Resolution**

Any disputes arising out of or related to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

#### **13. Severability**

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

#### **14. Assignment**

Neither party may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party.

#### **15. Signatures**

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

**PHOTOGRAPHER'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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