

# Photography Client Agreement

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## 1- PARTIES:

### Photographer Information

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### Client Information

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## 2- EVENT:

Type of Event: \_\_\_\_\_

Title of the Event: \_\_\_\_\_

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

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

Time: \_\_\_\_\_

### 3- SERVICES

The Photographer agrees to provide professional photography and videography services for the duration of the Event ("Services").

The Photographer agrees to provide no fewer than \_\_\_\_\_ proofs for the Client to view after the Services and is not required to provide more than \_\_\_\_\_ images. The selection of the images delivered to the Client is left to the discretion of the Photographer.

The Client agrees to assist the Photographer during the Services in order to obtain the desired photographs and videos. The Client shall assist and cooperate with the Photographer on specifying persons and/or scenes to be photographed, taking time to pose for photographs, pre-shoot consultations etc. The Photographer shall not be responsible for photographs not taken as the result of Client's failure to provide reasonable assistance and cooperation.

After the Event, the Photographer shall perform basic post-processing or digital editing services on these photographs where artistically necessary. The final photographs shall be delivered no more than \_\_\_\_\_ days after the Event.

The Client shall receive photos via \_\_\_\_\_ with print release for personal use. \_\_\_\_\_ includes images for printing and may be used on various social media platforms.

### 4- FEES:

In consideration of the Services to be performed by the Photographer, the Client agrees to pay the Photographer (Service Fee);

A flat fee of \$ \_\_\_\_\_

\$ \_\_\_\_\_ per hour

Other (custom terms)

The % \_\_\_\_\_ of the Service fee shall be paid before the Services are executed. The remaining balance shall be paid no later than \_\_\_\_\_ days after the Event if the Parties do not breach any of the terms in this Agreement herein.

## **5- DEPOSIT**

As a part of this Agreement, the Photographer requires the Client to pay \_\_\_\_\_ of which 100% shall be determined to be non-refundable (“Deposit”). The Deposit shall be paid by the Client at the signing of this Agreement and shall serve as consideration.

## **6- PAYMENT METHOD**

The Photographer’s accepted payment methods are as follows;

Cash

Check

Credit Card

Venmo

Cash App

Other

## **7- EVENT CHANGES**

After signing this Agreement, changes to the Event by the Client can be made no sooner than \_\_\_\_\_ days prior to the Event (“Cancellation Period”).

If there is a change or cancellation of the Event by the Client sooner than the Cancellation Period, then the Deposit made by the Client shall be non-refundable and forfeited to the Photographer.

## 7- EVENT CHANGES

After signing this Agreement, changes to the Event by the Client can be made no sooner than \_\_\_\_\_ days prior to the Event (“Cancellation Period”).

If there is a change or cancellation of the Event by the Client sooner than the Cancellation Period, then the Deposit made by the Client shall be non-refundable and forfeited to the Photographer.

If the Photographer is forced to cancel the Services because of reasons that are beyond their control, all funds paid by the Client shall be refunded and the Photographer shall be held harmless from any legal or financial liability.

## 8. LATE FEES

If the payment due by the Client is not made within the requirements mentioned above, there will be a late fee of;

The maximum interest rate allowed under law

Fixed interest rate of \_\_\_\_\_

Fixed amount of \_\_\_\_\_

## 9. SUBSTITUTION

The Photographer may substitute another equally skilled and suitable photographer in the case of illness or scheduling conflicts. The Client shall be given notice as soon as possible in such a circumstance.

## 10. WATERMARKS

All images shown with watermarks, in a preview only viewing, or any limitations shall be removed upon full payment by the Client.

## **11. OWNERSHIP OF THE PHOTOS**

The Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

## **12. COPYRIGHT**

The Photographer has the non-exclusive, irrevocable, perpetual, and international rights to use, publish, crop, modify, reproduce and distribute any photos taken at the Event, in print and in all other formats, methods, and technologies of distribution of any kind, now known or later developed. Therefore, it is strictly prohibited for the Client to modify, copy, or reproduce the photographs without the written permission of the Photographer.

## **13. INDEMNIFICATION**

The Client agrees that the Photographer cannot guarantee certain poses or coverage quality and that the Photographer shall in no way be held responsible for compromised coverage due to interference from third parties or the environment.

If the Photographer is unable to perform the Services in this Agreement due to any cause outside its control, such as fire, flood, casualty, an act of God, or any other reasonable cause, the Client agrees to indemnify the Photographer for any loss, damage or liability.

The Client also agrees to indemnify and hold harmless the Photographer for any liability, damage, or loss related to technological failure, including cameras, hard drives and memory cards. The Photographer agrees to take all reasonable steps to prevent data loss but is not liable for loss of data for technical failure.

## **14. DUTY OF THE CLIENT**

The Client agrees and understands that it is his/her obligation to obtain all necessary permissions for the Photographer to perform the Services at the Client's event location. Photographer is free from any liability to obtain permission from reception centers, churches, buildings, properties, or other locations to operate thereon.

## **15. MODEL RELEASE**

The Client grants permission to the Photographer and its assigns, licensees, and sublicensees, permission to use Client's image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, Photographer may use Client's likeness and image on Photographer's website or other advertising. The Photographer may sell photos containing Client's likeness to third parties.

## **16. INDEPENDENT CONTRACTOR**

The Photographer and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Client. The Client will not be bound by any acts or conduct of the Photographer or its employees, agents, representatives, or subcontractors. The Photographer agrees to include this provision in all its subcontracts under the Agreement.

## **17. TAXES**

Any taxes due as part of the Photographer providing the Services in this Agreement are sole responsibility of the Photographer.

## **18. DAMAGE TO EQUIPMENT**

The Client shall be responsible for any damage or loss to the Photographer's equipment due to misuse or theft by the Client or any guest of the Client and in the case of force majeure event.

## 19. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the federal laws and the laws of \_\_\_\_\_.

## 21. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

**Photographer Signature**

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**Client Signature**

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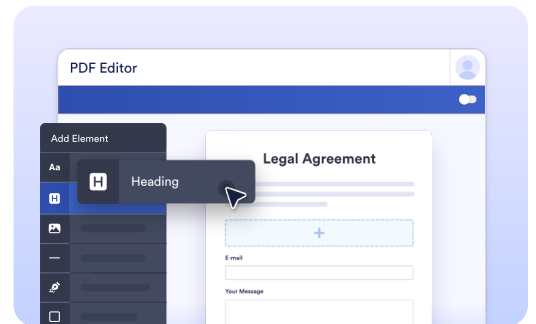
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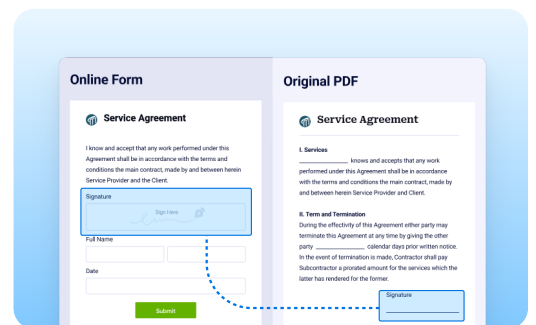
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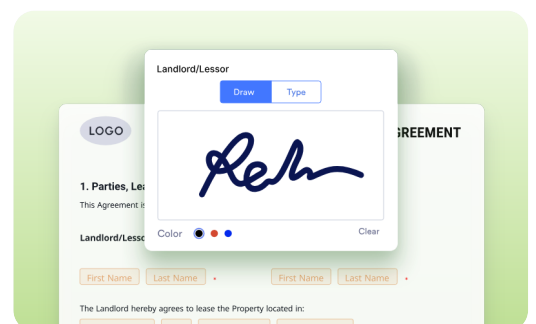
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