

Photography Contract

This Photography Contract (the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between _____, an individual having their usual place of living at _____ (hereinafter referred to as the "**Client**"), and _____, an individual having their usual place of living at _____ (hereinafter referred to as the "**Photographer**"), collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS the Client desires to engage the professional services of the Photographer;

WHEREAS the Photographer is specialized in, possesses the necessary qualifications and experience to provide high-quality photography services;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth in this Contract, the Parties hereby agree as follows:

Description of the services

The Photographer agrees to provide photography services (the "**Services**") to the Client for the following purpose:

The Services shall include:

The "**Photography Session**" refers to the scheduled period during which the Photographer takes photographs.

Date, time, and location

The Photography Session shall take place on _____ (_____) at _____ or as otherwise agreed upon by the Parties. Any Services requested by the Client beyond the scheduled hours, upon the consent of the Photographer, shall be considered overtime and charged additionally as specified herein.

The Parties shall collaborate to determine the most suitable photography location(s) for the Photography Session. The Photographer may provide recommendations based on their expertise, and the final decision must be mutually agreed upon.

The Client shall be responsible for any associated fees, permits, or costs required to access the location.

If the Photography Session lasts more than _____ hours, the Client shall reimburse the Photographer for expenses, including breaks and meals.

Editing and delivery

The Photographer will provide _____ edited and retouched photographs with optimal quality and artistic enhancement from the Photography Session.

The Photographer shall provide the Client an opportunity to select _____ photographs for editing and retouching.

The Photographer will perform professional editing and retouching of the selected photographs. This includes color correction, exposure adjustment, minor blemish removal, and overall enhancement to achieve a polished and refined look. The Client will have the possibility of asking for additional changes to the edited photographs. Requests that could lead to unrealistic alterations, misrepresentation, copyright violations, defamation, or harmful edits are not allowed and shall be declined. All photographs will be available to the Client through _____ within _____ after the Photography Session. The Client will have the option to review, download, and share the photographs directly from _____.

Equipment

The Photographer shall provide and operate the necessary photography equipment (the **"Equipment"**) to capture the agreed-upon Photography Session. In the event of any damage, loss, theft, or misuse of the Equipment caused by the Client or any person

associated with the Client, the Client shall be responsible for compensating the Photographer for the repair, replacement, or restoration of the Equipment.

The Client has the option to engage a professional makeup artist, hair stylist, or grooming specialist of their choice. The Client shall ensure that the makeup, hairstyle, or grooming services are scheduled and completed in a timely manner before the Photography Session. The Client is responsible for covering any expenses related to makeup, hair styling, or grooming services. These costs are not included in the payments under this Contract.

Payment conditions

In consideration of the Services, the Client shall pay the Photographer a fixed fee of _____ (the "**Price**"). The payment shall be made in full before the commencement of the Services.

Overtime services shall be paid at a rate of _____ per hour.

The Client shall pay the Photographer in cash.

Copyright and usage

The Client shall retain the copyright to all photographs taken during the Photography Session. Upon the Client's request, the Photographer will execute all documents necessary to confirm the Client's exclusive ownership of the photographs.

Model release

The Client grants the Photographer the irrevocable right to use the photographs for _____ without compensation to the Client.

Cancellation and rescheduling

The Client has a right to ask for rescheduling not later than _____ days before the scheduled time. Rescheduling is subject to the Photographer's availability.

The Client has the right to cancel a scheduled Photography Session upon prior _____-day notice.

In case of failure to provide adequate notice, the Client shall pay a fine of _____.

If the Photographer needs to cancel a Photography Session, they shall notify the Client in advance, not later than _____ days, and reschedule it for a mutually agreed-upon time.

The Party responsible for rescheduling or canceling the Photography Session shall reimburse the other Party for any location-related costs and fees incurred by that Party before and due to the rescheduling or cancellation.

Termination

This Contract shall commence on the Effective Date and shall continue until _____ unless terminated earlier in accordance with the terms of this Contract.

Either Party may terminate this Contract without cause upon _____-day prior written notice. Either Party may terminate this Contract immediately if the other Party fails to perform under its terms.

In addition, either Party may terminate this Contract immediately upon providing written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Contract, the Client shall pay the Photographer for all Services satisfactorily completed by them until the date of termination.

Limitation of liability

The Photographer agrees to indemnify and hold harmless the Client from and against any claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Photographer's performance under this Contract. This indemnification will only apply in cases of gross negligence or willful misconduct caused by the Photographer.

The Client shall be liable for damages to the Photographer or location caused by the negligence or willful misconduct of the Client or the Client's associated persons. Damages shall be limited to actual and proven damages incurred by the Photographer.

Confidentiality

The Parties agree to keep all information disclosed during this Contract confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Contract.

This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

Force majeure

Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

Notices

Any notice or communication required under this Contract shall be sufficiently given if delivered personally or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one Party may have furnished to the other Party in writing, or to emails set forth below:

If to the Client: _____;

If to the Photographer: _____.

Either Party may change their mailing address or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or after a period of _____ business days after the date of posting if sent by registered mail or email.

Governing law and dispute resolution

This Contract shall be governed by and construed in accordance with the laws of the State of _____, except for its conflict of laws principles. Any disputes arising from or related to this Contract that cannot be resolved by negotiations and mutual agreement shall be resolved by the courts of the State of _____.

Entire agreement

The Contract constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

Waiver

The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

Relationship of the Parties

The Parties agree that their relationship under this Contract is that of independent parties.

Details and signatures of the Parties

The Client

_____, USA

(Place for signature)

The Photographer

_____, USA

(Place for signature)
