

## Photography Services Contract

This agreement is between Ms Personality portraits (hereafter "the photographer "photographer") (hereafter referred to as "CLIENT").

### 1. Scope of Work:

This contract is for services and products related to a photography shoot, Event (hereafter "the shoot" or "the shoot") to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT/Event at \_\_\_\_\_(time) and \_\_\_\_\_(place).

PHOTOGRAPHER agrees to provide no fewer than, (please see booking section on website) photos for client to view after the shoot/Event and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

### 2. Fees:

In consideration for the photography services provided by the PHOTOGRAPHER, CLIENT agrees to pay the sum of \_\_\_\_\_. CLIENT agrees to pay the photographer a non-refundable initial deposit \_\_\_\_ of the total price of the photography services upon signing this contract.

PHOTOGRAPHER agrees to not advertise availability of this time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT. CLIENT agrees there will be No refunds at ALL.

CLIENT, agrees there will a travel fee added or included in prices

The balance of the payment for photography services must be paid in full no later than the day of the work, for portraits and 48 hours before any event.detailed in Section 1, Scope of Work.

PHOTOGRAPHER understands weather, illness, or other reasons may cause CLIENT to reschedule a session/Event. CLIENT will be charged a penalty, but needs to reschedule a session provided at least a 24 hour notice given. Client may reschedule the session at the convenience of the PHOTOGRAPHER,

CLIENT agrees to a reschedule fee of 50.00 plus amount of shoot

### 3. Work Product:

PHOTOGRAPHER will deliver proofs of photos to CLIENT no later than 3-5 days after the date of the SHOOT, please allow 1to 2 weeks for wedding photos

All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT are included in the price for the shoot/event

CLIENT understands and agrees that prints take longer for delivery and will be inspected by the PHOTOGRAPHER for quality before delivering them to CLIENT.

CLIENT understands the photographer will NOT give unedited photos

CLIENT understands that the photographer OWNS copyright of the photos

### 4. Indemnification:

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is in no obligation to capture any specific moment, or pose, or person(s) during the shoot

4.3 – CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss, damage of photographer equipment, act of god. PHOTOGRAPHER illness or emergency, then the PHOTOGRAPHER shall return the deposit to the CLIENT, 25% only, but shall have no liability with respect to this Contract. This limitation on liability shall also apply in the event of processing photos, lost of camera malfunction, or otherwise lost or stolen, without fault on the part of the PHOTOGRAPHER

4.4 – CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot more than 10 days after the photos have been delivered to client.

4.6 – PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

5. Duty of Client:

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permissions at reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent the photographer from photographing the event(s), is not the fault, liability, or responsibility of photographer.

CLIENT agrees and understands that PHOTOGRAPHER will have room to work around guests and make sure space is OPEN for THE PHOTOGRAPHER to capture any special moments.

CLIENT agrees to ensure that all other persons, with cellphones, video equipment etc. to allow space for the PHOTOGRAPHER at all TIMES

7. Model Release:

CLIENT grants permission to 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.

PHOTOGRAPHER Signature\_\_\_\_\_Date\_\_\_\_\_ CLIENT  
Signature\_\_\_\_\_Date\_\_\_\_\_

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