**General Photography Contract**

This agreement is between  **JMinor Photography** (hereafter “Photographer” “the Photographer” or “Photography Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “CLIENT”).

**1. Scope of Work:**

This contract is for services and products related to a photography shoot (hereafter “shoot” or “the shoot”) to take place at the following time and place. **PHOTOGRAPHER** and **CLIENT** are to arrive for the SHOOT at \_\_\_\_\_\_\_\_\_\_\_\_(time) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(place).

**PHOTOGRAPHER** agrees to provide no fewer than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ photos for **CLIENT** to view after the shoot, 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 PHOTOGRAPHER, CLIENT agrees to pay the sum of **US$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. **CLIENT** agrees to pay the **PHOTOGRAPHER** a non-refundable initial payment totaling 50% (fifty-percent) of the total price of the photography services upon signing this contract. The initial payment reserves **PHOTOGRAPHER**’s time and is not a retainer or deposit. **PHOTOGRAPHER** agrees to not advertise availability of this same time slot to any other potential clients. If **CLIENT** cancels this shoot for any reason, the initial payment will not be returned to **CLIENT**.

The balance of the payment for photography services must be paid in full no later than 7 days after the SHOOT detailed in Section 1: Scope of Work. If **CLIENT** is required to purchase photos separately after the SHOOT, payment for those photos is due immediately upon delivery of photos to **CLIENT**.

**3. Work Product**

**PHOTOGRAPHER** will deliver proofs of photos to **CLIENT** no more than thirty days (30 days) after the date of the SHOOT. **CLIENT** understands and agrees that proofs are the exclusive property of **PHOTOGRAPHER** and **CLIENT** has no right to these photos except for a license to review them, but not store the proofs. All photos delivered to **CLIENT** are licensed for **CLIENT**’S personal use only. Photos from the SHOOT to be delivered to the **CLIENT** will be according to the following order. Are any photos to be included in the price for photography services? YES or NO, ALL PHOTOS MUST BE PURCHASED SEPARATELY. If photos are included in the price for photography services, the following will constitute the entirety of photos to be delivered to **CLIENT** and licensed for personal use only. How many photos--included in the price--will be licensed to **CLIENT**, and in what resolution? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many prints--included in the price--will be delivered to client, in what sizes, and what materials will be used for printing? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CLIENT** understands and agrees that prints take longer for delivery. PHOTOGRAPHER must deliver photos in a reasonable amount of time after the CLIENT has made a final order.

**4. Indemnification:**

4.1 - **PHOTOGRAPHER** and **CLIENT** agree that **PHOTOGRAPHER** is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

4.2 - If **PHOTOGRAPHER** is unable to perform the services in this contract due to any cause outside its control, **CLIENT** agrees to indemnify **PHOTOGRAPHER** for any loss damage or liability; however, **PHOTOGRAPHER** will return in full all payments made by **CLIENT** to **PHOTOGRAPHER** in relation to this SHOOT.

4.3 - **CLIENT** agrees to indemnify and hold harmless **PHOTOGRAPHER** for any liability, damage, or loss related to technological failure, including data loss.

4.4 - **CLIENT** understands and agrees that **PHOTOGRAPHER** is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to **CLIENT**.

4.5 – **CLIENT** agrees to hold **PHOTOGRAPHER** harmless for any personal injury which may occur as the **CLIENT** poses or works with **PHOTOGRAPHER**.

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 permission of reception centers, churches, buildings, properties, or other locations to operate thereon. **CLIENT** understands and agrees that any failure to obtain these permissions resulting in fines to **PHOTOGRAPHER**, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of **PHOTOGRAPHER**.

**6. Exclusive PHOTOGRAPHER**

**CLIENT** agrees and understands that no other party other than **PHOTOGRAPHER** may take pictures of any poses, lighting situations, or setups made by **PHOTOGRAPHER**. This slows down **PHOTOGRAPHER**’s work and violates **PHOTOGRAPHER**’s right to take pictures of the event. **CLIENT** agrees to take responsibility for insisting that no person(s) get in the way of the **PHOTOGRAPHER** or take pictures in these situations.

**7. Model Release**

**CLIENT** grants permission to **PHOTOGRAPHER** and its assigns, licensees, and sub-licensees, 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** may sell photos containing **CLIENT**’S likeness to third parties.

**9. Assignability and Parties of Interest:**

**CLIENT** agrees and understands that, unless otherwise specified in this Contract, **CLIENT** is not contracting for a personal service that will be performed by any specific photographer. **PHOTOGRAPHER** may sub-contract or assign this contract to any second-shooter, **PHOTOGRAPHER** may assign any photographers associated with the

PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

**PHOTOGRAPHER** Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT** Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_