

Photography Contract

Key Terms

This Photography Services Agreement (the "Agreement") is entered into as of [Month DD, YYYY] (the "Effective Date") by and between [Your Name / Studio Name], with a principal address at [Street, City, State, ZIP] (the "Photographer"), and [Client Name], with a principal address at [Street, City, State, ZIP] (the "Client"). The parties agree to the key terms summarized below and to the numbered clauses that follow.

Term | Details

Agreement Date | [Month DD, YYYY]

Photographer | [Your Name / Studio Name], [Street, City, State, ZIP]

Client | [Client Name], [Street, City, State, ZIP]

Event / Session Type | [Wedding / Portrait Session / Corporate Event]

Event Date | [Month DD, YYYY]

Start / End Time | [Start Time] - [End Time]

Location | [Venue Name, Address]

Coverage Hours | [6] hours of continuous coverage

Deliverables | [300]+ edited high-resolution digital images

Delivery Timeline | Edited gallery within [6] weeks

Total Fee | [\$0.00]

Retainer (non-refundable) | [\$0.00], due upon signing

Balance Due | [7] days before the Event Date

Payment Method | [Payment method]

1. Services and Coverage

The Photographer agrees to provide professional photography coverage of the event or session described in the Key Terms, for the coverage hours stated there, and to deliver at least the number of edited high-resolution images stated in the Key Terms through a private online gallery within the stated delivery timeline. Editing includes the Photographer's standard color correction, exposure adjustment, and culling of duplicate or technically deficient frames. The following are excluded from the scope of this Agreement unless added by change order: [List excluded services, such as printed albums or additional locations].

2. Payment, Retainer and Balance

Upon signing this Agreement, the Client shall pay the non-refundable retainer stated in the Key Terms. The retainer reserves the Event Date exclusively for the Client, compensates the Photographer for declining other bookings for that date, and is credited toward the total fee. The remaining balance is due no later than [7] days before the Event Date, and the Photographer is not obligated to perform if the balance has not been received by then. Any amount not paid when due accrues a late charge of [1.5]% per month, or the maximum rate permitted by law, whichever is less.

3. Additional Services and Overtime

The Client may request additional coverage hours, locations, or services by written change order, and the Photographer will accommodate such requests where reasonably possible. Coverage beyond the hours stated in the Key Terms is billed at [\$0.00] per hour, in half-hour increments. A request made during the event is effective if confirmed by the Client in writing, including by text message, before the additional coverage begins.

4. Rescheduling and Cancellation

If the Client cancels this Agreement more than [60] days before the Event Date, the Client owes no further payment beyond the non-refundable retainer. If the Client cancels within [60] days of the Event Date, the full balance remains due, reflecting the Photographer's inability to rebook the date on short notice. The Client may instead reschedule once, to a new date within [12] months, subject to the Photographer's availability; the retainer transfers to the new date, and any published price difference applies. A rescheduling request made within [14] days of the Event Date is treated as a cancellation followed by a new booking.

5. Failure to Perform; Substitute and Refund

If the Photographer is unable to perform due to illness, injury, or another emergency beyond the Photographer's control, the Photographer will make reasonable efforts to secure a substitute photographer of comparable skill and style, subject to approval by the Client. If no acceptable substitute can be secured, the Photographer will refund all payments received, including the retainer, in full. In any case of the Photographer's failure to perform, the Photographer's total liability is limited to a full refund of the amounts paid under this Agreement.

6. Copyright and Personal Use License

The Photographer owns and retains the copyright in all images created under this Agreement, as provided by the United States Copyright Act. Upon receipt of full payment, the Photographer grants the Client a non-exclusive, non-transferable, personal-use license to download, print, and share the delivered images, including on personal social media accounts with credit to the Photographer where practical. The delivered images may not be sold, licensed to third parties, entered into competitions, or used for any commercial purpose without the Photographer's prior written consent.

The Photographer may use the images for portfolio display, website and social media marketing, print samples, and competition entries, unless the Client withdraws this permission in writing as described in the Model Release clause below.

7. RAW Files and Unedited Images

RAW files and unedited images are working files and remain the exclusive property of the Photographer. They do not form part of the deliverables under this Agreement and will not be provided, purchased, or released under any circumstances. The selection of which images are edited and delivered rests with the Photographer's professional judgment, consistent with the delivery counts stated in the Key Terms.

8. Artistic Style

The Client has reviewed the Photographer's portfolio and engages the Photographer specifically for their distinctive photographic and editing style. Decisions regarding composition, lighting, posing, color treatment, and retouching rest with the Photographer's artistic judgment. Dissatisfaction with legitimate stylistic choices consistent with the Photographer's published body of work does not constitute a breach of this Agreement and is not grounds for a refund or for re-editing beyond the revision terms of this Agreement.

9. Revisions and Re-editing

The fees stated in the Key Terms include the Photographer's standard editing of all delivered images. Within [7] days of gallery delivery, the Client may request reasonable re-edits of up to [10] individual images, limited to corrections such as cropping, exposure, and removal of transient blemishes. Requests to re-edit the entire gallery in a different style, or edits contrary to the Artistic Style clause, are not

included and may be declined or quoted separately at [\$0.00] per hour.

10. Image Backup and Loss

The Photographer follows industry-standard safeguards, including recording to dual memory cards where equipment allows and creating backup copies of all images promptly after the session and at each stage of post-production until final delivery. If, despite these precautions, some or all images are lost, stolen, or destroyed before delivery, the Photographer will refund the Client a pro-rated portion of the fees corresponding to the images affected, up to a maximum of the total fees paid under this Agreement.

11. Model Release

The Client grants the Photographer permission to photograph the Client and, where the Client has authority to consent on their behalf, the members of the Client's party, and to use the resulting images as described in the Copyright and Personal Use License clause, including for portfolio, marketing, and promotional purposes. The Client warrants that they have the authority to give this consent, including on behalf of any minors in their immediate party. The Client may withdraw consent to future promotional use at any time by written notice to the Photographer; withdrawal applies prospectively and does not require the recall of materials already published.

12. Independent Contractor Status

The Photographer enters into this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of the Client. Nothing in this Agreement shall be construed to create an employment relationship between the parties. The Photographer is solely responsible for the payment of all federal, state, and local taxes, self-employment taxes, and insurance arising from compensation paid under this Agreement. The Photographer shall supply their own equipment, tools, and workspace, and is not entitled to any employee benefits, workers' compensation coverage, or unemployment insurance from the Client.

13. Confidentiality

In the course of this engagement, the Photographer may receive non-public business, technical, or personal information belonging to the Client. The Photographer agrees to use such information solely to perform the services under this Agreement, to protect it with at least the degree of care used for their own confidential information, and not to disclose it to any third party without the Client's prior written consent. This obligation does not apply to information that is publicly available, already known to the Photographer without restriction, or required to be disclosed by law. This clause survives the termination or expiration of this Agreement for a period of [2] years.

14. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including lost profits or lost business opportunities, arising out of or relating to this Agreement. The total aggregate liability of either party for any and all claims arising under this Agreement shall not exceed the total fees paid or payable by the Client to the Photographer under this Agreement. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from causes beyond that party's reasonable control, including acts of

God, natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, governmental action, power or internet outages, or serious illness. The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable efforts to resume performance. If a force majeure event prevents performance for more than [30] days, either party may terminate this Agreement upon written notice, and the Client shall pay for all services performed up to the date of termination.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict-of-laws principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [County], [State], and each party consents to the personal jurisdiction of those courts.

17. Entire Agreement; Amendments

This Agreement, together with any attachments expressly referenced in it, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral. No amendment to this Agreement shall be effective unless made in writing and signed by both parties. No waiver of any provision shall be deemed a waiver of any other provision or of the same provision on any other occasion.

18. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Client Signature: [Signature]

Date: [Month DD, YYYY]

Photographer Signature: [Signature]

Date: [Month DD, YYYY]

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