

PHOTOGRAPHY SERVICES CONTRACT

This Photography Services Contract ("Contract") is made on [date] between:

Photographer: [Photographer's full legal name or business name], with an address at [address] ("Photographer"), and

Client: [Client's full legal name(s)], with an address at [address] ("Client").

1. The shoot

1.1 Type of shoot: ☐ Wedding ☐ Portrait ☐ Family ☐ Event ☐ Commercial ☐ Other: [type]

1.2 Date: [date]. Coverage: from [start time] to [end time], for [number] hours.

1.3 Location(s): [addresses].

1.4 Package: [package name], which includes: [e.g. second photographer, engagement session, online gallery, album].

1.5 If Client asks Photographer to stay beyond the booked coverage and Photographer agrees on the day, overtime is billed at [\$ amount] per hour, in [number]-minute increments.

2. Fees and payment

2.1 Total fee: [\$ amount], plus any sales tax that applies.

2.2 Retainer: [\$ amount] is due on signing. The date is reserved only once this Contract is signed and the retainer is received. The retainer is credited toward the total fee and is ☐ non-refundable, because Photographer turns away other bookings for this date ☐ refundable as set out in Section 3.5.

2.3 Balance: the remaining [\$ amount] is due ☐ [number] days before the shoot ☐ on the shoot date ☐ on delivery.

2.4 Late balances may carry a late fee of [amount or percent], up to the maximum allowed by law. Photographer may hold delivery of images until the balance is paid.

2.5 Travel beyond [number] miles from [city] is billed at [\$ amount per mile or flat fee]. Required parking, permits or venue fees are paid by ☐ Client ☐ Photographer.

3. Cancellation and rescheduling

3.1 **Client cancellation.** Client may cancel by written notice. If Client cancels:

- more than [number] days before the shoot date: Photographer keeps ☐ the retainer ☐ [\$ amount] and refunds any other payments;

- [number] days or fewer before the shoot date: Photographer keeps ☐ the retainer ☐ [percent]% of the total fee and refunds any other payments.

3.2 Rescheduling. Client may move the shoot once to a date Photographer has available, with at least [number] days' written notice, and the retainer transfers to the new date. A rescheduling fee of [\$ amount or "none"] applies. If the new date is not available, Section 3.1 applies.

3.3 Photographer cancellation. If Photographer cannot attend because of illness, injury, emergency or events outside Photographer's control, Photographer will try to arrange a qualified replacement photographer, subject to Client's approval. If no replacement is arranged or Client does not approve one, Photographer will refund all payments received, and Photographer's liability is limited to that refund.

3.4 Weather and safety. For outdoor shoots, either party may postpone to a mutually agreed date if weather or conditions make the shoot unsafe or impractical, with no fee.

3.5 Retainer refunds. If the retainer is refundable under Section 2.2 and Client cancels, Photographer refunds the retainer, less any amount Photographer keeps under Section 3.1, within [number] days after Client's written notice. Whether or not the retainer is refundable, Photographer refunds it in full if Photographer cancels under Section 3.3.

4. Client responsibilities

4.1 Client will provide a schedule, shot list and key contacts at least [number] days before the shoot.

4.2 Client will obtain any venue permission Photographer needs and tell Photographer about venue restrictions (for example, no flash during a ceremony). Photographer is not responsible for images missed because of venue rules, guest interference, or delays outside Photographer's control.

4.3 For events longer than [number] hours, Client will provide a meal or a [number]-minute break for Photographer.

5. Images and delivery

5.1 Photographer will deliver approximately [number range] edited images, selected and edited in Photographer's professional style, by ☐ online gallery ☐ download link ☐ USB, within [number] days after the shoot.

5.2 Unedited images (RAW files) ☐ are not included ☐ are available for [\$ amount].

5.3 Photographer will keep backup copies for at least [number] months after delivery. Client should download and back up the images promptly.

5.4 Photographer will use professional equipment and reasonable backup practices. If images are lost or damaged because of equipment failure or events outside Photographer's control, Photographer's liability is limited to a refund of the fees paid for the affected coverage.

6. Copyright and usage rights

6.1 Photographer owns the copyright in all images created under this Contract. Nothing in this Contract transfers copyright unless stated in writing in Section 6.5.

6.2 **Client license.** Once the total fee is paid, Photographer grants Client a non-exclusive, perpetual, non-transferable license to use the delivered images for personal, non-commercial purposes, including printing, sharing on personal social media, and giving copies to family and friends. Client will not sell, license or use the images in advertising without Photographer's written permission. Client will not edit images in a way that misrepresents Photographer's work when crediting Photographer.

6.3 **Credit.** When sharing images online, Client is asked (not required) to credit [Photographer's name or handle].

6.4 **Photographer's use.** Photographer may use the images in its portfolio, website, social media, contests and marketing. ☐ Client opts out: Photographer will use images only privately and to deliver them to Client.

6.5 **Additional rights (optional):** [Describe any commercial license or copyright transfer and its fee, or write "None".]

6.6 Using images of identifiable people in advertising may require a signed model release, which is a separate document.

7. Liability

Except for gross negligence or intentional misconduct, Photographer's total liability under this Contract is limited to the fees Client has paid, and neither party is liable for indirect or consequential losses.

8. General terms

8.1 **Independent contractor.** Photographer is an independent business, not an employee or agent of Client.

8.2 **Entire agreement.** This Contract is the whole agreement between the parties about the shoot.

8.3 **Amendments.** Changes must be in writing and agreed by both parties; confirmed email counts.

8.4 **Governing law.** The laws of [State] govern this Contract.

8.5 **Notices.** Written notices go to: Photographer: [email]; Client: [email].

8.6 **Severability.** If any part is unenforceable, the rest stays in effect.

8.7 **Electronic signatures.** The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Photographer

Signature: _____

Name: [full name]

Date: [date]

Client

Signature: _____

Name: [full name]

Date: [date]