

PHOTOGRAPHY SERVICES CONTRACT

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This Photography Services Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PHOTOGRAPHER LEGAL NAME], a [STATE] [ENTITY TYPE OR "sole proprietor"] with its principal place of business at [PHOTOGRAPHER ADDRESS] ("Photographer"); and

[CLIENT LEGAL NAME], of [CLIENT ADDRESS] ("Client").

Photographer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Photographer to provide photography services for the session or event described below, and Photographer wishes to provide those services on the terms in this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. The Session and Services

1.1 Description. Photographer will provide professional photography services for the following session or event (the "**Session**"): [DESCRIBE — e.g., portrait, product, event, real estate].

1.2 Date, time, and location. The Session will take place on [DATE] beginning at [START TIME] for approximately [NUMBER] hours at [LOCATION(S)].

1.3 Shot list and creative direction. The Parties have agreed on the general scope, style, and any specific shots described in [EXHIBIT A / THE ATTACHED SHOT LIST OR "the discussion summarized here:"] [DESCRIBE]. Photographer retains creative discretion over technical and artistic choices, consistent with the agreed scope.

1.4 Photographer's standard. Photographer will perform the Services with reasonable skill and care, in a professional manner consistent with generally accepted industry standards, using equipment of Photographer's choosing.

2. Deliverables and Delivery

2.1 Deliverables. Photographer will deliver [NUMBER] edited digital images (the "**Deliverables**") selected by Photographer from the Session, in [FORMAT, e.g., high-resolution JPEG], delivered via [GALLERY LINK / DOWNLOAD / USB / OTHER].

2.2 Delivery timeline. Photographer will deliver the Deliverables within [NUMBER] [business days / weeks] after the Session, subject to delays outside Photographer's reasonable control.

2.3 Editing. Editing includes Photographer's standard color correction and basic retouching. Additional or extensive retouching, compositing, or special effects are available for an additional fee to be agreed in writing.

2.4 Image selection. Unless the Parties agree otherwise in writing, Photographer selects the images to be edited and delivered. Photographer is not obligated to deliver unedited files, raw files, or rejected images.

3. Fees, Deposit, and Payment

3.1 Fees. Client will pay Photographer a total fee of **[\$[TOTAL FEE]]** for the Services and Deliverables, plus any pre-approved expenses and applicable taxes.

3.2 Retainer deposit. To reserve the date, Client will pay a non-refundable retainer of **[\$[DEPOSIT AMOUNT]]** on signing this Agreement. The retainer is applied to the total fee and compensates Photographer for reserving the date and turning away other work.

3.3 Balance. The remaining balance of **[\$[BALANCE]]** is due **[ON OR BEFORE THE SESSION DATE / ON DELIVERY / PER THE SCHEDULE HERE: [SCHEDULE]]**.

3.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g., 1.5%]** per month or the maximum rate permitted by applicable law. Photographer may withhold delivery of the Deliverables until the full balance is paid.

3.5 Additional time and expenses. Session time beyond the hours in Section 1.2 is billed at **[\$[HOURLY RATE]]** per hour. Client will reimburse pre-approved out-of-pocket expenses such as travel, parking, permits, props, or prints.

4. Copyright, License, and Usage Rights

4.1 Copyright. Photographer owns the copyright in all images created during the Session from the moment of creation. Nothing in this Agreement transfers the copyright unless Section 4.4 (assignment) is selected and the full fee is paid.

4.2 License to Client. On full payment, Photographer grants Client a non-exclusive, worldwide, perpetual license to use the delivered Deliverables for **[PERSONAL, NON-COMMERCIAL USE / THE COMMERCIAL USES DESCRIBED HERE: [DESCRIBE]]**, including printing and sharing for those purposes.

4.3 Restrictions. Unless the Parties agree otherwise in writing, Client will not (a) alter the Deliverables in a way that materially changes their content beyond cropping and basic adjustments, (b) sublicense or sell the Deliverables to third parties, or (c) remove Photographer's metadata or watermark from files intended to bear it.

4.4 Optional assignment / exclusive rights. If the Parties have agreed to a transfer of copyright or to exclusive commercial rights, those terms are set out here and take effect only on full payment: **[DESCRIBE OR "NONE"]**.

5. Portfolio Use and Model Release

5.1 Photographer's portfolio. Unless Client opts out in writing, Photographer may use images from the Session for Photographer's portfolio, website, social media, and marketing.

5.2 Client opt-out. Client may restrict portfolio use as follows: **[DESCRIBE RESTRICTIONS OR "NONE"]**.

5.3 Likeness consent. Client consents, and confirms it has obtained consent from any identifiable individuals it brings to the Session, to Photographer's portfolio use under Section 5.1, subject to any opt-out in Section 5.2.

6. Client Responsibilities

6.1 Cooperation and access. Client will provide timely access to the location, subjects, and any required permissions, and will cooperate with Photographer's reasonable directions during the Session.

6.2 Permits and permissions. Client is responsible for securing any venue access, location permits, or third-party permissions required for the Session, unless the Parties agree in writing that Photographer will obtain them.

6.3 Safety and conditions. Client will provide a safe working environment. Photographer may pause or end the Session if conditions are unsafe, and the Parties will reschedule under Section 7.

7. Rescheduling, Cancellation, and Refunds

7.1 Rescheduling. Either Party may request to reschedule the Session for good cause on [NUMBER] days' notice, subject to Photographer's availability. The retainer carries over to the rescheduled date.

7.2 Cancellation by Client. If Client cancels, the retainer in Section 3.2 is non-refundable. If Client cancels within [NUMBER] days of the Session, Client also owes [PERCENTAGE]% of the remaining balance to compensate for the reserved date.

7.3 Cancellation by Photographer. If Photographer must cancel and cannot reschedule, Photographer will refund all amounts paid, including the retainer, as Client's sole remedy, except as provided in Section 8.

7.4 Failure or substitution. If Photographer cannot perform due to illness, emergency, or events beyond reasonable control, Photographer will use reasonable efforts to provide a qualified substitute or to reschedule. If neither is possible, Section 7.3 applies.

8. Limited Liability and Image Risk

8.1 Limitation of liability. To the maximum extent permitted by law, Photographer's total liability arising out of or related to this Agreement will not exceed the total fees paid by Client under this Agreement. Neither Party is liable for indirect, incidental, special, or consequential damages.

8.2 Loss of images. Photographer is not liable for loss of images due to equipment failure, data corruption, theft, or other causes beyond Photographer's reasonable control, except to the extent caused by Photographer's gross negligence or willful misconduct. Photographer will use reasonable practices to back up files until delivery.

8.3 Inherent variation. Client acknowledges that photographic results depend on conditions such as lighting, weather, and subject cooperation, and that Photographer's artistic style has been reviewed and accepted by Client.

9. General Provisions

9.1 Independent contractor. Photographer is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.4 Entire agreement; amendment. This Agreement, together with any exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PHOTOGRAPHER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

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