

PRINT RELEASE

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This Print Release (this "**Release**") is granted as of [EFFECTIVE DATE] (the "**Effective Date**") by:

[PHOTOGRAPHER / STUDIO LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor] (or an individual residing at [PHOTOGRAPHER ADDRESS]) (the "**Photographer**"); in favor of:

[CLIENT NAME], residing or located at [CLIENT ADDRESS] (the "**Client**").

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

Recitals. Photographer created certain photographic images for Client and retains the copyright in those images. Client wishes to obtain a release allowing Client to print and reproduce the images for personal, non-commercial use. Photographer is willing to grant that release on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Images. "**Images**" means the digital photographic files Photographer delivers to Client in connection with the session described in **Schedule A**, identified by gallery name, date, or file numbers.

1.2 Personal Use. "**Personal Use**" means non-commercial use by Client and Client's immediate family and household, including printing, displaying, sharing on personal social media, and storing the Images.

1.3 Commercial Use. "**Commercial Use**" means any use intended for or directed toward commercial advantage, including advertising, promotion, resale, stock licensing, or use by a business entity.

2. Grant of Print Release

2.1 Release. Subject to the terms below, Photographer grants Client a non-exclusive, non-transferable, royalty-free license to reproduce, print, and display the Images for Personal Use, including ordering prints from any commercial or consumer print lab of Client's choosing.

2.2 Authorization to labs. This Release authorizes any photofinisher, print lab, or printing service to make prints and enlargements of the Images at Client's request, notwithstanding the presence of any copyright notice on the Images, for Personal Use only.

2.3 No transfer of copyright. Photographer retains all right, title, and interest in and to the Images, including the copyright. This Release grants only the limited rights stated in Section 2.1 and does not transfer ownership.

3. Scope and Limitations

3.1 Personal Use only. Client may use the Images only for Personal Use. Commercial Use requires a separate written license and may require an additional fee.

3.2 No alteration of authorship. Client may make basic adjustments such as cropping and resizing for printing, but may not materially alter the Images in a way that distorts their character, and may not remove any embedded copyright metadata, unless **Schedule A** permits otherwise.

3.3 No resale or sublicensing. Client may not sell, license, or sublicense the Images to third parties, enter them in contests as the Client's own work, or claim authorship of them.

3.4 No public commercial display. Client may not provide the Images to any publication, business, or third party for commercial display without Photographer's prior written consent.

4. Delivery and Quality

4.1 Delivery. Photographer will deliver the Images in the format and resolution stated in **Schedule A** by the delivery method and date stated there.

4.2 Print quality. Photographer is not responsible for the color accuracy, cropping, or quality of prints produced by third-party labs that Client selects, and Client assumes responsibility for choosing a lab and reviewing proofs.

4.3 Archiving. Photographer is not obligated to retain or archive the Images after **[NUMBER, e.g. 90]** days from delivery unless **Schedule A** states otherwise, and Client is responsible for maintaining backup copies.

5. Fees

5.1 Release fee. The print release described here is **[included in the session fee / granted for the additional fee stated in Schedule A]**, payable in **[CURRENCY]** and exclusive of taxes.

5.2 Payment condition. This Release does not take effect, and the rights in Section 2 do not vest, until all amounts owed by Client for the session and this Release are paid in full.

5.3 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.

6. Representations

6.1 By Photographer. Photographer represents that it created the Images and has the right to grant this Release for Personal Use.

6.2 Persons depicted. Where the Images depict identifiable individuals other than Client and Client's household, Client is responsible for any consent required for Client's intended display of those Images.

6.3 Disclaimer. Except as expressly stated, the Images are provided "as is," and Photographer disclaims all other warranties, express or implied.

7. Term and Termination

7.1 Term. This Release continues for the duration stated in **Schedule A**, or in perpetuity for Personal Use if no duration is stated.

7.2 Termination for breach. Photographer may terminate this Release on written notice if Client uses the Images for Commercial Use or otherwise materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice.

7.3 Effect. On termination for breach, Client will stop further reproduction of the Images, but prints already made for Personal Use before termination may be retained.

7.4 **Survival.** Sections 2.3, 3, 8, and 9 survive termination.

8. Indemnification and Liability

8.1 **By Client.** Client will defend and indemnify Photographer against claims arising from Client's use of the Images outside the scope of this Release, including any Commercial Use or distribution to third parties.

8.2 **Limitation of liability.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages. Except for Client's indemnification obligation, each Party's total aggregate liability will not exceed the total fees paid by Client for the session and this Release.

9. General Provisions

9.1 **Governing law and venue.** This Release 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].

9.2 **Assignment.** Client may not assign this Release or the rights granted here without Photographer's prior written consent.

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

9.4 **Entire agreement; amendment.** This Release, together with **Schedule A** and any session contract it references, is the entire agreement between the Parties on its subject. 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 **Counterparts and electronic signature.** This Release may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

Schedule A — Session and Release Details

- **Session description / date:** [DESCRIPTION] - **Images (gallery / file numbers):** [LIST] - **Delivery format and resolution:** [e.g. high-resolution JPEG] - **Delivery method and date:** [METHOD / DATE] - **Release duration:** [perpetual / term] - **Release fee:** [included / amount] - **Permitted modifications:** [DESCRIBE]

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

PHOTOGRAPHER

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [N/A]

Date: _____

Date: _____

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