

# Photography Contract

## Photographer's Info

Name:

Contact Info:

## Client's Info

Name:

Contact Info:

## Shoot Info

Date and Time:

Location:

1) AGREEMENT - This agreement between the undersigned photographer (hereafter "Photographer") and the undersigned client, (hereafter "Client") governs the assignment described in the accompanying cost estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

2) ESTIMATES - The fees quoted by the Photographer are for the original job description as presented by the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. Presented expenses are estimates. Actual expenses, which may be greater or less, will be invoiced.

3) DEFINITIONS - "Publicity" use is when the Client submits photographs to an outside publication (whether print or electronic) for editorial use and the Client (or their client) is not paying for that use. "Advertising" use is when the Client (or their client) is paying for the placement of a photograph in whatever media it appears, such as in a newspaper, magazine, billboard, or website. "Internal Collateral" use is when the photographs appear in a publication that the Client produces, such as a magazine, brochure, pamphlet, poster or web site, and whose audience is limited to the Client's employees. "External Collateral" use is when the photographs appear in a publication the Client produces, such as an annual report, magazine, brochure or web site, and whose audience is customers, shareholders, or the general public.

4) PAYMENT TERMS - Client shall make payment within 30 days of invoice. Late payments will be billed a \$20.00/month handling fee and 1.5%/month interest. If estimated expenses exceed \$1,000.00, the client will pay in advance of the shoot. Please make checks payable to **[Photographer]**.

5) COPYRIGHT - Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full. All rights that are not expressly granted shall be reserved by the Photographer. Modification of Photograph(s) and/or incorporation of Photograph(s) in any layout or concept shall not constitute a Joint Work.

6) ADDITIONAL USAGE - If Client wishes to make any additional uses of the photographs not covered in the initial agreement, Client shall obtain written permission from the Photographer and pay an additional fee to be agreed upon.

7) CANCELLATIONS OR POSTPONEMENTS - In the event of a cancellation or postponement of a shoot by the Client or photo subject, Client shall pay all expenses incurred by the Photographer up to the time of cancellation, plus a fee to be agreed upon. If a shoot is canceled within 24 hours of departure for the shoot, Client shall also pay 50% of the anticipated photographic fee and 100% of the anticipated fees of any subcontractors booked for the job.

8) CLIENT REPRESENTATION - Client is responsible for the presence of an authorized representative at the shoot to approve Photographer's interpretation of the assignment. If Client representative is not present, the Photographer's interpretation shall be deemed acceptable.

9) INDEMNIFICATION - Client hereby indemnifies and holds Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work. The Photographer also indemnifies and holds Client harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Photographer's negligence.

10) AUTHORSHIP CREDIT - A credit in the name of **[Photographer]** shall accompany his/her photos whenever practical.

11) TEAR SHEETS - Client will provide Photographer with a printed copy of any publication his/her photos appear in.

12) TURN AROUND TIME - Normal schedule for web photo gallery or processed JPG files is **[48 hours]** plus any retouching. There is a 50% additional charge for 24-hour service, and 100% added charge for same day service, plus retouching time.

13) RETOUCHING - Post-processing of photos include basic cleanup (color correction, toning, removal of simple blemishes) in the file charge. Any additional retouching requested by the Client will be billed at 200.00 per hour.

14) EXPIRATION - Photography estimates are valid for 30 days unless otherwise negotiated by both parties.

Accepted By, **[Name]** for **[Company]**, Date

Accepted By, **[Photographer Name]**, Date