

GENERAL PHOTOGRAPHY AGREEMENT

This **General Photography Agreement ('Agreement')** is made and entered into by and between [Photographer's Name] ("Photographer") and [Client's Name] ("Client") this _____ day of _____ 20____ ('Effective Date')

Event/Session Details: _____

Event/Session Date: [Date]

Start Time: [Time]

End Time: [Time]

Location: [Venue/Address]: _____

Services Provided

Photographer agrees to provide the following services: (describe services)

- _____
- _____
- _____
- _____
- _____

Compensation

Client agrees to pay Photographer [Amount in dollars] for the services provided. A non-refundable deposit of [Deposit Amount] is due at the time of booking. The remaining balance is due _____ of days prior to the event/session date. If the remaining balance is not received by the due date, Photographer has the right to cancel the agreement.

Cancellation Policy

In the event of cancellation by Client, the deposit will not be refunded. If cancellation occurs within [Number of days] days of the event/session date, Client agrees to pay Photographer [Cancellation Fee] to compensate for the loss of income.

Copyright and Reproduction

Photographer retains the copyright to all photographs taken during the event/session. Client is granted limited reproduction rights for personal use only. Client may not sell or license any of the photographs to a third party without Photographer's written permission.

Model Release

Client grants permission for Photographer to use any photographs taken during the event/session for promotional purposes, including but not limited to website, blog, and social media.

Indemnification

Client agrees to indemnify and hold Photographer harmless against any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind, including reasonable attorney's fees, arising out of or related to the services provided by Photographer.

Limitation of Liability

In the event Photographer is unable to perform the services agreed upon due to illness, emergency, or any other unforeseen event, Photographer will make every effort to reschedule the event/session or provide a suitable replacement photographer. If Photographer is unable to perform the services or provide a replacement, Client's remedy is limited to a refund of all payments made.

Additional Time/Service:

If Client requests additional time or services beyond what is outlined in the original agreement, Photographer agrees to provide such additional time or services subject to the following terms and conditions:

1. Fees: Photographer will charge an additional fee of [Additional Fee Amount] for each additional hour of service provided beyond the original agreement. If the additional service requested is a different service than originally agreed upon, Photographer will provide Client with a quote for the additional service and Client must agree to the additional fee before Photographer proceeds.
2. Payment: Client agrees to pay the additional fee at the time of the request for additional time or services.
3. Scheduling: Photographer will make every effort to accommodate the request for additional time or services, but cannot guarantee availability. Client understands that Photographer may have other commitments and may not be able to provide additional time or services at the requested time.
4. Scope: Client acknowledges that the additional time or services provided may impact the scope of the original agreement and may result in a delay in the delivery of final images.

Photographer will provide Client with an updated timeline for image delivery in the event that the additional time or services result in a delay.

5. Termination: Photographer reserves the right to terminate the agreement in the event that additional time or services requested are outside the scope of Photographer's expertise or otherwise not feasible. In this event, any deposit or payment made by Client will be refunded.

Image Delivery:

1. Photographer agrees to deliver the final images to Client in the following format: (select as applicable)
 - Digital files,
 - prints,
 - other agreed upon format: _____
2. Photographer will make every effort to deliver the final images by the date agreed upon in the original agreement. However, Client acknowledges that delays may occur due to factors outside of Photographer's control, including but not limited to technical issues or emergency situations.
3. Client will receive a proofing gallery of the images, where they can review and select their favorites. After the selection is made, Photographer will retouch and edit the images according to the terms agreed upon in the original agreement.
4. Once the images are ready, Photographer will deliver them to Client via the method agreed upon in the original agreement (e.g. via download link, USB drive, or prints shipped to Client). Client understands that additional fees may apply if they request an alternative method of delivery.
5. Client acknowledges that Photographer owns the copyright to the images, and that Client is receiving a license to use the images for personal or commercial use as agreed upon in the original agreement. Client agrees not to use the images in any way that is defamatory or illegal.
6. If Client requires additional images beyond the scope of the original agreement, Photographer may provide these images at an additional fee. The delivery of additional images will be subject to the same terms and conditions as outlined in this clause.
7. In the event that Client is not satisfied with the final images, Photographer will make every effort to address Client's concerns and provide reasonable revisions as necessary. However, Photographer reserves the right to refuse any requests for revisions that are outside the scope of the original agreement.

Equipment and Liability

1. Photographer will bring and use their own equipment during the session or event. Photographer will ensure that all equipment is in proper working order and will take reasonable precautions to protect their equipment during the session or event.
2. Photographer is not responsible for any damage to Client's property or any injury to Client or others that occurs during the session or event, unless such damage or injury is caused by Photographer's negligence.
3. Client agrees to take reasonable precautions to ensure the safety of all individuals present at the session or event. Client acknowledges that Photographer is not responsible for any injury to Client or others that occurs as a result of Client's failure to take such precautions.
4. In the event that Photographer's equipment malfunctions or is stolen or damaged, Photographer will make every effort to continue the session or event using alternate equipment. If Photographer is unable to provide the agreed-upon services due to equipment failure or other unforeseen circumstances, Photographer will make every effort to provide a full or partial refund of any fees paid by Client.
5. Client agrees to indemnify and hold Photographer harmless from any and all claims, damages, or expenses (including reasonable attorney's fees) arising from Client's use of the final images or from any breach of this agreement by Client.
6. Client understands that Photographer's liability for any claim, whether based on contract, negligence, or otherwise, will be limited to the amount paid by Client for the services provided under this agreement.
7. Client agrees to report any damage to Photographer's equipment or any injuries that occur during the session or event as soon as possible. Client acknowledges that failure to report such incidents in a timely manner may limit Photographer's ability to address the issue and may impact Photographer's liability.
8. This clause shall survive the termination of the agreement and the delivery of the final images.

Confidentiality:

1. Photographer agrees to maintain the confidentiality of all information provided by Client, including but not limited to personal information, business information, and any other information that is not publicly available.
2. Photographer agrees not to disclose any confidential information to any third party, except as required by law or with the express written consent of Client.
3. Photographer agrees to use confidential information only for the purpose of providing the agreed-upon services under this agreement.

4. Client acknowledges that the final images delivered by Photographer may contain confidential information or trade secrets. Client agrees to take reasonable precautions to ensure that the final images are not disclosed to any third party without Photographer's express written consent.
5. Photographer acknowledges that any confidential information provided by Client is the property of Client, and agrees to return all confidential information to Client upon request.
6. This clause shall survive the termination of the agreement and the delivery of the final images.
7. Client understands that Photographer is not liable for any unauthorized disclosure of confidential information that is beyond Photographer's control or is the result of Client's failure to take reasonable precautions to protect such information.
8. Client agrees to indemnify and hold Photographer harmless from any and all claims, damages, or expenses (including reasonable attorney's fees) arising from Client's breach of this clause or from any unauthorized disclosure of confidential information.

Governing Law

This agreement shall be governed by the laws of _____ and any applicable federal law.

Entire Agreement

This agreement contains the entire understanding between Photographer and Client and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

Modification

This agreement may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature of Client: _____

[Client Name] _____

Signature of Photographer: _____

[Photographer's Name] _____