

Event Photography Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Event Photography Contract

This Event Photography Contract (this "Agreement") is made on [Date of this agreement] between [Client's full legal company name], a company with its principal place of business at [Client's business address] (the "Client"), and [Photographer's full legal name], trading as [Photographer's business name, if any], of [Photographer's address] (the "Photographer"). Each is a "Party" and together they are the "Parties".

The Client wishes to engage the Photographer to provide photographic coverage of [Event name], a [Type of event, e.g. corporate conference, product launch, trade show, gala] (the "Event"), taking place over [Number of Event days] day(s) from [Event start date] to [Event end date], at [Primary venue name and address, or "the venues listed in the schedule below" if the Event spans more than one].

This Agreement sets out the coverage the Photographer will provide across the Event, what the Client will pay, how the Client and its business may use the resulting images, and how attendee photography at the Event is handled.

1. Parties and Engagement

The Client engages the Photographer, and the Photographer accepts the engagement, to photograph the Event and to deliver the images described in this Agreement. The Photographer is engaged as an independent contractor, not as an employee, partner or agent of the Client, and is responsible for the Photographer's own taxes, insurance and equipment.

The Photographer is the exclusive professional photographer for the Event unless the Client separately engages additional photographers or a videographer, in which case the Client shall tell the Photographer in advance so coverage can be coordinated. The Photographer retains full artistic discretion over photographic style, equipment, and the selection of images taken and delivered, working in the Photographer's customary style as shown in the portfolio the Client has reviewed.

Both Parties shall give each other a working telephone number and email address, and, for the duration of the Event, an on-site point of contact. Notices under this Agreement are effective when sent to those addresses.

2. Event Schedule and Multi-Day Coverage

The Photographer shall attend and provide photographic coverage of the Event on each date stated above, in accordance with the following day-by-day schedule:

[Day-by-day schedule — for each day, the date, call time, wrap time and location or room].

If coverage on any day runs beyond that day's scheduled wrap time and the Photographer is able and willing to continue, the additional time is billed at [Overtime rate per hour] , charged in [Overtime increment, e.g. thirty (30) minute] increments and payable with the final balance.

The Client is responsible for arranging the Photographer's access to each venue and location in the schedule above, including any credential, badge or security clearance required, and for notifying the Photographer in advance of any restriction a venue imposes on photography, flash, drone use, or areas that are off-limits. Where the Event spans more than one venue, the Client is responsible for the Photographer's transport between them or shall reimburse it under clause 7.

The Client shall notify the Photographer of any change to the dates, hours or locations in the schedule above in writing at least [Notice period for a schedule change, e.g. seven (7) days] in advance. A change that materially increases the Photographer's total coverage days, travel or setup time may be treated as a rescheduling under clause 10.

3. Package and Coverage

The Photographer shall provide the [Package name] package, which comprises [Hours of coverage per day] of photographic coverage on each day of the Event, [Second photographer, assistant or per-day crew, if included] , and the following additional items: [Any prints, albums, digital products, same-day highlights or add-ons included] .

Anything not listed above is not included and, if requested later, is quoted and paid for separately. If the Parties agree a change to the package, that change is only binding when it is recorded in writing (including by email) and any additional fee is agreed at the same time.

4. Edited Images and Retouching

The Photographer shall deliver a minimum of [Number of edited images per day] edited images per day of coverage. Editing means the Photographer's standard post-production: selection of the strongest frames, and correction of exposure, contrast, colour balance, white balance, straightening and cropping, applied in the Photographer's customary style.

Extensive retouching — removing or adding people or objects, compositing frames, background replacement, or logo/branding clean-up — is not included. Where the Client requests it, the Photographer will quote in advance and charge at [Additional retouching rate] . The Client acknowledges that the number of images actually taken will exceed the number delivered, that the Photographer selects which images are delivered, and that unselected frames, duplicates, test shots and

out-of-focus frames are not delivered in any form. Unedited or raw files are not delivered under this Agreement.

5. Delivery, Gallery Availability and Archiving

The Photographer shall deliver the edited images within [Turnaround time, e.g. two (2) weeks] of the last day of the Event, in [Delivery format, e.g. high-resolution JPEG], by [Delivery method, e.g. a private online gallery]. Where the Client has requested same-day highlights under clause 3, those are delivered on the day of the Event they were taken, ahead of the full edited set.

The online gallery remains available for [Gallery availability period, e.g. ninety (90) days] from the date the Client is notified that it is ready. The Client is responsible for downloading and backing up the delivered images within that period. The Photographer shall keep an archive copy of the delivered images for [Archive period, e.g. twelve (12) months] after delivery, after which the Photographer may delete them without further notice. Re-delivery from the archive, where the files still exist, is charged at [Re-delivery fee].

6. Fees, Retainer and Payment Schedule

The total fee for the Event is [Total fee], exclusive of any sales tax, VAT or GST, which the Client shall pay in addition where it applies.

To secure the dates, the Client shall pay a non-refundable retainer of [Retainer amount] by [Retainer due date]. The retainer is consideration for the Photographer holding every date in the schedule and turning away other work for them, is earned on receipt, and is not refundable except as clauses 10 and 11 provide. The dates are not reserved, and the Photographer is under no obligation to attend, until the retainer is received and this Agreement is signed by both Parties.

The balance of [Balance amount] is due on [Balance due date, e.g. seven (7) days before the first day of the Event]. Payment may be made by [Accepted payment methods]. Sums unpaid after their due date carry interest at [Late payment charge, e.g. 1.5% per month], and the Photographer may withhold delivery of the images, and suspend access to the gallery, until all sums due have been paid in full.

7. Travel and Expenses

The fee in clause 6 includes travel within [Included travel radius, e.g. 50 miles of the Photographer's studio] . Travel beyond that is charged at [Mileage or travel rate] , and because the Event runs over multiple days, the Client shall also pay reasonable accommodation and subsistence costs for [Number of nights] night(s) covering the Event dates.

The Client shall reimburse the following at cost: [Reimbursable expenses, e.g. parking, venue or exhibitor fees, equipment shipping] . Where practicable the Photographer shall obtain the Client's approval before incurring an expense over [Approval threshold, e.g. \$150] . All expenses are invoiced with the final balance and supported by receipts.

8. Corporate Media-Usage Licence

The Photographer is the author of the photographs and owns the copyright in every image taken at the Event, whether delivered or not. Nothing in this Agreement transfers copyright to the Client. This is not a work made for hire.

On payment in full of all sums due, the Photographer grants the Client a non-exclusive, worldwide licence, for [Licence term, e.g. perpetual, or five (5) years from the Event] , to use the delivered edited images for the Client's business purposes, including [Licence scope, e.g. marketing, press, website, social media, internal and investor use] . This is a business-use licence, not a personal print-rights licence: the Client is not an individual keeping personal copies, and the scope above governs instead.

The Client may sub-license the images, without further fee, to [Permitted sub-licensees, e.g. the Client's affiliates, its marketing or PR agency, and media outlets covering the Event] for use within the scope above. The licence does not permit the Client to sell the images, to license them to a third party for that third party's own unrelated commercial use, or to use them outside the scope above without a separate written licence at [Extended licence fee or "a fee to be agreed"] . The Client shall not materially alter an image beyond ordinary cropping and resizing, and shall not remove or obscure the Photographer's credit or metadata where the medium allows a credit to be shown.

9. Attendee Notice and Consent

The Event is attended by people who are not parties to this Agreement and whom the Photographer will photograph in the ordinary course of covering it — in crowd, audience, session and networking shots as well as posed group photographs. The Client is responsible for the notice and consent framework described in this clause; the Photographer's role is to follow it.

The Client shall give attendees clear notice, before or on arrival at the Event, that professional photography is taking place and that images may be used for the purposes in clause 8 — for example by

[Method of notice, e.g. signage at entrances and registration, a line on the registration form or ticket, an announcement from the stage] .

The Client shall also provide a reasonable way for an attendee to opt out of being identifiably photographed — for example

[Opt-out method, e.g. a marked lanyard or badge, a sign-up at the registration desk] — and

shall explain that method to the Photographer before coverage begins on the first day.

The Photographer shall make reasonable efforts to honor an opt-out communicated in accordance with the method above by not taking or not delivering close-up, identifiable images of that attendee, but is not responsible for an attendee's incidental, non-identifying appearance in a wide or crowd shot, and is not responsible for an opt-out the Client did not communicate.

Given the number of attendees at the Event, individual model releases are not practicable and none are collected from attendees under this Agreement. The Client confirms that the notice-and-opt-out framework in this clause is the sole basis for the Client's use of attendee images under clause 8, and shall indemnify the Photographer against any claim brought by an attendee arising from that use, except to the extent the claim arises from the Photographer's failure to honor a properly communicated opt-out. Separately, and only for images where no attendee is identifiable or where the Client gives written consent naming the specific image, the Photographer may use the image in the Photographer's own portfolio, website and marketing at no fee either way.

10. Cancellation and Rescheduling

Either Party may cancel this Agreement by written notice. If the Photographer cancels for any reason other than one covered by clause 11, the Photographer shall refund every sum the Client has paid, including the retainer, within

[Refund period, e.g. fourteen (14) days] .

The Client may reschedule the Event once to a mutually agreed alternative set of dates within [Rescheduling window, e.g. twelve (12) months] , without penalty, by giving written notice at least [Rescheduling notice period, e.g. forty-five (45) days] in advance, provided the Photographer is available for every day of the new dates. The retainer transfers to the new dates. Where the Photographer is not available for one or more days, or the notice period is not met, or a second rescheduling is requested, the request is treated as a cancellation and a rescheduling fee of [Rescheduling fee] applies to any new booking.

If the Client cancels, the retainer is not refunded and the following applies, based on the date the written notice is received:

- (a) more than [First notice band, e.g. ninety (90) days] before the first day of the Event: the Client owes nothing beyond the retainer already paid;
- (b) between that period and [Second notice band, e.g. thirty (30) days] before the first day of the Event (inclusive): the Client owes [Percentage, e.g. fifty percent (50%)] of the total fee, less the retainer already paid;
- (c) fewer than that shorter period before the first day of the Event: the full fee is due and payable, less the retainer already paid; and
- (d) in every case, any expense the Photographer has already incurred and cannot recover is payable in addition.

11. Photographer's Inability to Perform

If the Photographer cannot attend one or more days of the Event because of illness, injury, accident, bereavement, transport failure, equipment failure that cannot be remedied in time, or any other cause beyond the Photographer's reasonable control, the Photographer shall notify the Client as soon as possible and shall use reasonable efforts to arrange a substitute photographer of comparable skill and experience for the affected day(s), at no additional cost to the Client. A substitute engaged this way works in that photographer's own style, and this Agreement continues to govern the Event.

If no acceptable substitute can be found for an affected day, or the Client reasonably declines the substitute, coverage for that day is cancelled and the Photographer shall refund the portion of the fee attributable to that day, calculated pro rata across the total number of Event days, within the refund period stated in clause 10. Where every day of the Event is affected, this Agreement ends and the Photographer shall refund every sum the Client has paid, including the retainer, within that same period. That refund is the Client's sole and exclusive remedy in these circumstances, and the Photographer's total liability for a failure to attend or to complete coverage of the Event is limited to the total sums the Client has actually paid under this Agreement.

12. Working Conditions and Cooperation

The Client shall ensure that the Photographer has safe, lawful and reasonable working conditions at every venue: safe access and egress, adequate space to work, and freedom from hazards, threats and harassment. The Client shall provide a meal break of at least [Meal break, e.g. thirty (30) minutes] on any day coverage exceeds [Hours after which a break is due, e.g. six (6)] hours.

The Photographer may stop work and leave the venue if any person at the Event behaves abusively, threateningly or unlawfully towards the Photographer or an assistant, if the Photographer is asked to work in conditions that are unsafe or that breach the venue's rules or the law, or if a venue official or authority requires the

Photographer to stop. The Photographer shall, where it is safe and practicable, warn the Client first and give the Client an opportunity to resolve the matter.

If the Photographer leaves for one of those reasons, all fees remain due and non-refundable, the Photographer shall deliver the images already taken in accordance with clause 5, and the Photographer is not liable for the reduced coverage. The Client is likewise responsible for the timely cooperation the Event needs — a run of show or shot list, access to speakers, executives or VIPs to be photographed, and any information the Photographer reasonably requests — and the Photographer is not responsible for images not taken because that cooperation was not given.

13. Limitation of Liability

The Photographer takes reasonable professional care of the images and maintains at least one backup copy of the files from each day of the Event until they are delivered. Even so, photographic media can fail. If images are lost, damaged, corrupted, stolen or destroyed before delivery through no fault of the Photographer — including memory card failure, equipment or storage failure, theft, fire, or loss in transit — the Photographer's liability is limited to a refund of the sums paid for the affected day(s), or, at the Client's election, coverage of a mutually agreed comparable substitute occasion where one is possible.

The Photographer's total aggregate liability under or in connection with this Agreement, whether in contract, tort, negligence or otherwise, shall not exceed the total sums the Client has actually paid to the Photographer under this Agreement. Neither Party is liable to the other for indirect, incidental, special or consequential loss, or for loss of profit, revenue, opportunity or goodwill, however it arises.

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

14. Governing Law, Signatures and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of California] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Neither Party is liable for a failure to perform caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, or an act or order of a public authority; where such an event prevents coverage of one or more days, the Parties shall first seek to reschedule under clause 10.

This Agreement is the entire agreement between the Parties about the Event and replaces any earlier quote, proposal, message or understanding about it. It may only be

amended in writing signed or confirmed by both Parties. Neither Party may assign it without the other's written consent. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it. Clauses 8, 9, 13 and this clause survive the end of this Agreement.

This Agreement is not binding on either Party until it has been signed and dated by both. It may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature:

Printed name:

Company:

Title:

Date:

Photographer

Signature:

Printed name:

Date: