

Photography Services 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. Fill it in and sign it free at <https://www.evenseal.com/fill/photography-contract-template> — it opens in your browser and the file is never uploaded.
3. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Photography Services Contract

This Photography Services Contract (this "Agreement") is made on [Date of this agreement] between [Client's full legal name] of [Client's 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 photograph [Type of shoot, e.g. wedding, portrait session, product shoot] (the "Session") on [Session date], beginning at [Start time] and ending at [End time], at [Location, with full address]. This Agreement sets out what the Photographer will deliver, what the Client will pay, and who may do what with the resulting photographs.

1. Parties and Engagement

The Client engages the Photographer, and the Photographer accepts the engagement, to photograph the Session 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 Session. The Client may permit guests and attendees to take personal photographs, but shall not engage another professional photographer for the same coverage without the Photographer's written consent. The Photographer retains full artistic discretion over the photographic style, the equipment used, 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 for the Session, and shall notify each other promptly of any change. Notices under this Agreement are effective when sent to those addresses.

2. Session Date, Time and Location

The Photographer shall attend the location stated above on the Session date and provide coverage from the start time to the end time stated above. If the Session runs beyond the agreed end 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.

For an outdoor or weather-dependent Session, the agreed backup arrangement is [Backup location or rain plan] . The decision to move to the backup arrangement shall be made jointly by the Parties no later than [Time by which the weather call is made, e.g. 12 hours before the start time] , and moving to it does not change the fee.

The Client shall notify the Photographer of any change of date, time or location in writing at least [Notice period for a change, e.g. fourteen (14) days] in advance. A change of location that materially increases the Photographer's travel or setup time may be treated as a rescheduling under clause 9. The Client is responsible for securing access to the location, for any venue permission the Photographer needs to work there, and for telling the Photographer in advance of any restriction the venue imposes on lighting, flash, movement or vantage points.

3. Package and Coverage

The Photographer shall provide the [Package name] package, which comprises [Hours of coverage] of photographic coverage of the Session, [Second photographer or assistant, if included] , and the following additional items: [Any prints, albums, digital products 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, e.g. sixty (60)] edited images from the Session. 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 — body reshaping, removing or adding people or objects, compositing frames, or restoring damaged backgrounds — 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. four (4) weeks] of the Session, in [Delivery format, e.g. high-resolution JPEG], by [Delivery method, e.g. a private online gallery]. The turnaround period runs from the date of the Session, or from the date the final balance is received under clause 6 if that is later.

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

To secure the date, the Client shall pay a non-refundable retainer of [Retainer amount] by [Retainer due date]. The retainer is consideration for the Photographer holding the date and turning away other work for it, is earned on receipt, and is not refundable except as clauses 9 and 10 provide. The date is 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 Session]. 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 where the Session or the journey to it requires an overnight stay, the Client shall also pay reasonable accommodation and subsistence costs.

The Client shall reimburse the following at cost:

[Reimbursable expenses, e.g. parking, tolls, venue or location permits, entry fees] . Where practicable the Photographer shall obtain the Client's approval before incurring an expense over [Approval threshold, e.g. \$100] . All expenses are invoiced with the final balance and supported by receipts.

8. Copyright and Licence to the Client

The Photographer is the author of the photographs and owns the copyright in every image taken at the Session, 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, perpetual, non-transferable licence to use the delivered edited images for [Licence scope, e.g. personal, non-commercial use] . That licence includes reproducing the images, making prints, and sharing them on the Client's personal social media accounts and with family, friends and guests for their own personal use.

The licence does not permit the Client to sell, license or sub-license the images, to enter them in competitions, or to supply them to a publication, agency or stock library. It does not permit any commercial or promotional use, which requires a separate written licence at [Commercial licence fee or "a fee to be agreed"] . The Client shall not alter, crop, apply filters to, or add elements to the images beyond minor cropping for a platform's aspect ratio, and shall not remove or obscure the Photographer's credit or metadata. Where the images are published, the Client shall credit the Photographer as [Photographer's preferred credit line] wherever the medium allows.

9. 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 10, 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 Session once to a mutually agreed alternative date within [Rescheduling window, e.g. twelve (12) months] , without penalty, by giving written notice at least [Rescheduling notice period, e.g. thirty (30) days] in advance, provided the Photographer is available on the new date. The retainer transfers to the new date. Where the Photographer is not available, 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 Session: the Client owes nothing beyond the retainer already paid;
- (b) between that period and [Second notice band, e.g. thirty (30) days] before the Session (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 Session: 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.

10. Photographer's Inability to Perform

If the Photographer cannot attend the Session 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, 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 Session.

If no acceptable substitute can be found, or the Client reasonably declines the substitute, this Agreement ends and the Photographer shall refund every sum the Client has paid, including the retainer, within the refund period stated in clause 9. 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 the Session is limited to the total sums the Client has actually paid under this Agreement.

11. Model and Portfolio Release

The Client grants the Photographer permission to use images from the Session, and the likeness of the Client and of any person the Client is authorised to give consent for, in the Photographer's portfolio, website, printed samples, competition and award entries, editorial submissions, and social media and other marketing of the Photographer's services. No fee is payable either way for this use, and the Photographer shall not sell the images as stock or license them to a third party for that third party's own advertising without the Client's separate written consent.

This permission is optional and separate from the licence in clause 8. The Client may decline it in whole, or restrict it, by completing the following: the Client [Write "does" or "does not"] grant the release above, subject to these restrictions: [Any restrictions, e.g. no images of children, no social media, faces obscured] . Where the release is declined, the Photographer shall not use images of the Session publicly, and

any use already made in good faith before the Photographer received written notice is not a breach of this Agreement.

The Client confirms that the Client has the authority to give the consent set out in this clause for everyone appearing in the images, and shall obtain a separate written release from any other person whose consent is required.

12. Working Conditions and Cooperation

The Client shall ensure that the Photographer has safe, lawful and reasonable working conditions at the location: 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] where coverage exceeds [Hours after which a break is due, e.g. five (5)] hours.

The Photographer may stop work and leave the location if any person at the Session 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 Session needs — attendance, the shot list, access to people 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 the Session 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 part of the Session, or, at the Client's election, a reshoot at a mutually agreed date where a reshoot 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 the Session, the Parties shall first seek to reschedule under clause 9.

This Agreement is the entire agreement between the Parties about the Session 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, 11, 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: _____

Date: _____

Photographer

Signature: _____

Printed name: _____

Date: _____