

PhotoAram Official Photography Services Contract

This agreement is between _____ (hereafter “the photographer” “photographer”) and _____ (hereafter referred to as “CLIENT”).

1. Scope of Work:

This contract is for services and products related to a photography shoot (hereafter “the shoot” or “the shoot”) to take place at the following time and place. PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at _____ (time) and _____ (place)

PHOTOGRAPHER agrees to provide ____ photos for client. CLIENT may ask to view photos during the shoot and pick which photos they like if they want to. It is not required to provide more than this number of images and PHOTOGRAPHER may include less or more photos depending on the SHOOT. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary. CLIENT may ask for 1-2 example photos after SHOOT to see editing process by PHOTOGRAPHER.

2. Fees:

In consideration for the photography services provided by the PHOTOGRAPHER, CLIENT agrees to pay the sum of \$____. CLIENT agrees to pay the photographer a non-refundable payment before or at the end of the SHOOT. The payment reserves the photographer’s time and is not a retainer or a deposit. PHOTOGRAPHER agrees to not advertise availability of this time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the payment will not be returned to CLIENT. It will be held as credit that can be used in the future.

The balance of the payment for photography services must be paid in full no later than 1 day after the SHOOT detailed in Section 1, Scope of Work.

3. Work Product:

PHOTOGRAPHER will deliver proofs of photos to CLIENT no later than thirty days (30 days) after the date of the SHOOT. All photos delivered to CLIENT are licensed for CLIENT’S personal use only. Photos from the SHOOT are included in the price for the photography services. The photos will be sent through digital email by Google Drive or physical flash drive.

4. Indemnification:

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is in no obligation to capture any specific moment, or pose, or person(s) during the SHOOT.

4.2 – If PHOTOGRAPHER is unable to perform the services in this contract for any cause outside its control, client agrees to indemnify photographer for any damage, loss, liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 – CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 – CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot more than sixty (60) days after the photos have been delivered to client.

4.5 – CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury, which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

5. Duty of Client:

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permissions at reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent the photographer from photographing the event(s), is not the fault, liability, or responsibility of photographer.

6. Exclusive Photographer:

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or set-ups made by the photographer. This slows the photographer's work and violates the photographer's right to take pictures at the event(s)

7. Model Release:

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees permission to use CLIENT'S image, or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website, or other advertising.

PHOTOGRAPHER Signature _____ Date _____

CLIENT Signature _____ Date _____