

Product Photography Contract

1. Parties

This **Product Photography Contract** (shall be referred as the "**Contract**" hereinafter) has been signed by and between the following parties, on _____.

The "Photographer"

The "Client"



WHEREAS the Photographer is a professional photographer experienced in product photography and the Client wants its products to be photographed to be used in its sales and marketing activities,

NOW, THEREFORE the parties hereto, intending to be legally bound, hereby agree as follows:

2. Shooting Details

Photo Shoot Day

Venue

Start Time

End Time

Address

List of the Products

Required Equipment

3. Pricing and Payments

The total fee of the photography service of the products specified in this Contract on the day/days specified is _____.

The Client agrees to pay 50% of the total fee as down payment upon signing of this Contract. This down payment is non-refundable. The remaining 50% balance is to be paid in cash at the date of the photo shoot.

This total price is valid for the photo shoot service, starting from _____ until _____ on _____. In case the photo shoot has been extended, the Client shall pay _____ per hour for extension of service. An agreed number of shots per product is _____.

Rent of the venue, meals, transportation of the products, electrical fees and other expenses shall be defrayed by the Client.

4. Cancellation or Rescheduling

In the unlikely event of an emergency such as accident or illness, Client may reschedule the photo shoot session provided that they shall notify the Photographer 24 hours before the photo shoot day. Rescheduling is only valid within a 1 months period. The Photographer, on the other hand, will need to find a replacement to fulfill this Contract if there is a need to cancel due to unforeseen events. The Photographer shall also need to notify the Client 48 hours prior to the photo shoot day.

Cancellation made by the Client 24 hours before the photo session shall be considered but the 50% deposit will not be refunded.

5. Usage of the Photographs

The Photographer agrees to submit the final photo files 1 week after the photo session. Photos shall be saved in a USB which can only be viewed and accessed by the Client. The files uploaded on the website shall have a security password that will be provided to the Client only.

The Client agrees and understands that the Photographer shall edit the photos on their own using their editing tools. This editing fee is also included on the total fee of the service. Any additional massive request for editing will be charged _____ per image.

With the transfer of the photographs, all kinds of usage and intellectual property rights are transferred to the Client. The Photographer cannot use the photos in any medium, including social media channels, unless he/she has received prior written consent.

6. Storage and Image Loss

The Photographer shall be keeping all images from the photo session for a period of 3 months from the date of the session. After three months, the Photographer will delete all images from their storage. The Photographer shall be responsible for keeping the images in a safe place and making backup copies once it has been delivered to them.

The Photographer will not be responsible for any loss of images resulting from an act of God, natural disaster and any other kinds of accident.

7. Independent Contractors

The Parties to this Contract are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Contract shall not be interpreted or construed to create an employment, association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

8. Miscellaneous Provisions

- In case any provision in this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- Any changes or modifications that are not mentioned in this Contract must be done in writing and should be approved and signed by both parties.

- This Contract constitutes the complete understanding of the Parties to this Contract regarding the subject matter contained herein and supersedes any and all other agreements or arrangements, either oral or in writing.
- Any notifications to be sent under this Contract shall be in written form and delivered to the other party via personal delivery or registered and signed for postal service or email which will be sent to the email address indicated in the first page of this Contract.
- This Contract shall be governed by, and construed in accordance with, the laws of the State of _____.

The Photographer

The Client

Signature

Signature



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