

Boudoir Contract

This **Boudoir Contract** ("**Contract**") is entered into as of _____, by and between the following parties;

Photographer

Client

The Photographer and the Client may be referred to individually as a "**Party**" and together as the "**Parties.**"

1. Purpose and Legal Nature

This Contract sets out the binding terms under which the Photographer will provide boudoir photography services to the Client. The Contract reflects the Parties' intent to create legally enforceable obligations relating to services, payment, image rights, privacy, and liability.

2. Photography Services

The Photographer agrees to provide boudoir photography services under the following parameters:

Session Type:

Session Date:

Session Location:

Estimated Duration:

The Photographer retains discretion over artistic decisions, including posing guidance, lighting, composition, and editing style. No specific images, poses, or outcomes are guaranteed.

3. Cancellations and Rescheduling

If the Client cancels the session for any reason, the session fee is non-refundable. The Photographer may permit one reschedule request if received at least _____ days prior to the session date, subject to availability. Additional rescheduling requests may result in forfeiture of the session fee.

If the Photographer must reschedule due to illness, emergency, equipment failure, or events beyond reasonable control, the Photographer will offer an alternative date or refund amounts paid, excluding completed services.

4. Fees and Payment

The Client agrees to pay the Photographer the fees set out below:

Description	Amount
Session Fee	
Image Package / Products	
Additional Services	
Total Amount Due	

A non-refundable session fee of _____ is due at the time of booking to secure the session date. Any remaining balance is due on the session date. Images will not be delivered until all amounts due under this Contract are paid in full.

5. Client Responsibilities

The Client agrees to arrive on time and prepared for the session and is responsible for personal appearance, wardrobe, grooming, and styling decisions. The Client agrees to communicate any physical limitations, boundaries, or sensitivities before or during the session.

The Photographer is not responsible for dissatisfaction arising from the Client's appearance, wardrobe choices, or personal preparation.

6. Artistic Style and Image Selection

The Client acknowledges that boudoir photography is subjective and artistic. The Photographer's portfolio represents a general style, but results vary by session. The Photographer will select the images presented to the Client for viewing and purchase. Unedited, unselected, or rejected images will not be provided.

7. Editing and Retouching

Standard professional editing will be applied in the Photographer's usual style, which may include color correction, exposure adjustment, and limited skin retouching. Extensive alterations, including body reshaping, are not included unless agreed to in writing and may be subject to additional fees.

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8. Image Delivery

Final images will be delivered via _____ within approximately _____ following final image selection and full payment. Delivery timelines are estimates and not guaranteed.

9. Copyright and Usage Rights

All photographs created under this Contract remain the exclusive property of the Photographer. The Client is granted a non-exclusive, non-transferable license to use purchased images for personal, non-commercial purposes only. The Client may not sell, license, publish, alter, or use the images for commercial purposes without the Photographer's prior written consent.

10. Privacy and Image Use Authorization

Because boudoir photography involves intimate content, image use requires explicit authorization. The Client's selections below control how images may be used.

The Client authorizes the Photographer to use images for the following purposes:

- Portfolio and website
- Studio samples and printed displays
- Social media and marketing materials
- Competitions or professional publications
- No promotional use permitted

If no option is selected, the Photographer may not use the images for promotional purposes.

Unless expressly authorized, the Photographer will not publicly identify the Client by full name.

11. Confidentiality

The Photographer agrees to handle all images and personal information relating to the Client with discretion and professionalism. This confidentiality obligation survives termination of the Contract.

12. Assumption of Risk

The Client acknowledges that the session may involve posing, movement, or the use of furniture or props. The Client voluntarily assumes all associated risks and agrees to notify the Photographer immediately of any discomfort or concern.

13. Limitation of Liability

To the maximum extent permitted by general legal principles, the Photographer's total liability arising from this Contract will not exceed the total amount paid by the Client under this Contract.

The Photographer is not responsible for indirect losses, emotional distress, or dissatisfaction based on personal preferences or subjective expectations.

14. Force Majeure

Neither Party will be responsible for failure or delay in performance caused by events beyond reasonable control, including natural disasters, government actions, or serious illness.

15. Termination

Either Party may terminate this Contract prior to the session date by providing written notice. The financial consequences of termination are governed by the Cancellations and Rescheduling clause.

Termination does not affect provisions intended to survive termination, including those relating to payment, copyright, privacy, confidentiality, and limitation of liability.

16. Governing Law and Dispute Resolution

This Contract is governed by and construed in accordance with the laws of _____.

The Parties agree to attempt to resolve disputes through good-faith discussions before pursuing formal legal action.

17. Entire Contract and Amendments

This Contract constitutes the entire agreement between the Parties and replaces all prior discussions or understandings.

Any amendment to this Contract must be in writing and signed by both Parties.

By signing below, the Client confirms that they have read, understood, and voluntarily agreed to the terms of this Contract.

Photographer

Name

Date

Signature

Client

Name

Date

Signature



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