



COMMERCIAL PHOTOGRAPHY CONTRACT

Photographer

Name

Email Address

Phone Number

Client

Name

Email Address

Phone Number

Photography Session Details

Event Date

Event Address

Type of Shooting

Product Shooting

Fashion Shooting

Corporate Portrait Shooting

Event Shooting

Payment Details

Payment Method

Total Amount \$

Initial Deposit \$

Final Payment \$

Terms & Conditions

1. Parties

This Commercial Photography Contract (shall be referred as the "**Contract**" hereinafter) has been signed by and between _____ (the "**Photographer**") and _____ (the "**Client**") on _____ under the terms and conditions below.

2. Type of the Service

The service and scope to be provided to the customer within the scope of commercial photography are as follows;

Product Shooting - Photographs will be taken to promote a product, to be used for sales and marketing purposes. The products shall be provided and the concept shall be decided by the Client.

Fashion Shooting - The shooting of fashion products will be carried out by working with models. It is essential to work with models that the photographer has contracted with. If the Client desires to work with a different model, this is notified to the Photographer at least 1 week in advance. In this case, all costs of the model are borne by the Client.

Corporate Portrait Shooting - It is a photography work to be carried out within the scope of corporate identity studies. According to the Client's request and needs, the work may include portraits, product photos, office environment photos, and event photography.

Event Shooting - It is a service that includes comprehensive video recording and photo shooting for recording corporate events such as fairs, seminars, congresses or immortalizing moments such as wedding days, birthdays, special parties.

All events will be organized by the client and the photographer has no responsibility in this regard.

3. Pricing and Payment

The cost of the service agreed to be provided in this Contract is _____. This amount covers the photo shoot and all copies to be given to the customer physically and digitally.

Down payment of _____ shall be paid on the date of the signing of the Contract and balance due should be paid after the photo shooting.

All payments under this Contract shall be made by _____.

4. Cancellation

The Client may cancel the Contract 30 days before the event. In this case _____ % of the down payment shall be refunded to the Client upon request. If the client canceled the contract within 30 days, then the initial deposit will not be refunded.

If the photographer terminates the contract for any reason, regardless of the duration, the full deposit will be refunded.

5. Copyright, Reproductions and Usage

The copyright owner of the photographs and videos produced under this Contract is the Photographer. However, after the delivery of the copies of work to the Client which is arranged under the Article 6 of this Contract, all copyrights are transferred to the Client.

After delivery, the Client will be the exclusive owner of all intellectual property rights on the photographs and the Photographer can no longer make any reproductions.

After the delivery of the photographs and video recordings, the Photographer may use photographs and video recordings for marketing purposes only as they are delivered and with the customer's approval.

6. Products to be Delivered

All recordings shall be delivered to the Client as a softcopy, in raw format, in an external hard drive. Also, chosen _____ of the shootings shall be delivered with the light settings and necessary photo adjustments made. _____ photographs selected by the customer will also be delivered as hardcopy.

All these shall be delivered 1 month from the event date at the latest. If the delivery cannot be made on this date, the Client shall be informed in writing.

7. Confidentiality

The Parties acknowledge that the existence and the terms of this Contract and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Contract are regarded as confidential information.

Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities.

8. Rights of Third Parties

The Parties are obliged to protect the material and moral rights of third parties during the performance of the contract and the use of the photographs made under this contract.

If there is an identifiable person in the photographs to be used for marketing purposes, the photographer is obliged to obtain proper consent. The customer has no responsibility in this regard.

9. Notifications

Any notice, demand, consent, request, or other communication (collectively, a “notice”) required or permitted under this Contract must be in writing or electronic form and either delivered personally or sent by email indicated in this Contract.

10. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.

Photography Company

Client



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