

# CONTRACT FOR PHOTOGRAPHY SERVICES & MODEL RELEASE

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## COMPANY NAME

123 Maple Street Anytown, PA 17101  
info@example.com - www.example.com  
(123) 1234567



# CONTRACT FOR PHOTOGRAPHY SERVICES & MODEL RELEASE

This Contract for Photography Services and Model Release (this "Agreement") is made between;

**Client Full Name**

**Photographer/Company Name**

**Client Address**

**Photographer/Company Address**

Upon execution of this Agreement described below, Photographer agrees to provide photography services for the Client according to the Photography Session provided to the Client (the "Photography Session").

## 1. Definitions

- Photography Services: shall be used to refer to specific \_\_\_\_\_ photography services that the Photographer shall provide to the Client under the term of this Agreement herein.

- Service Details

Date of Services:

Time of Services:

Location of Services:

- Fees: shall refer to the payment the Photographer shall receive for the rendering of the above-mentioned services.

## 2. Fees

Client agrees to pay \$ \_\_\_\_\_ fee for the services of the Photographer due on \_\_\_\_\_.

Upon booking, a non-refundable deposit of \$ \_\_\_\_\_ (the Session Deposit) is due. The Session Deposit secures the Photography Session date and time, as well as the Photography Session pricing, as of the date of the deposit. The Session Deposit will be applied to the Photography Package price. Other images and products are sold separately. If the Client fails to make the required deposit, prices are subject to change at the Photographer's discretion and the Photography Session date and time will not be secured.

Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by the Client.

Photographer shall accept the payment in the form of \_\_\_\_\_.

## 3. Cancellation

In the event the Client cancels the Photography Session with less than forty-eight (48) hours' notice, Photographer will retain the non-refundable deposit of \$ \_\_\_\_\_.

Photographer reserves the right to cancel the Photography Session due to unforeseen circumstances including, but not limited to: inclement weather, illness, emergency, or any other conditions which the Photographer deems may adversely affect the quality of the Photography Session. In the event Photographer cancels the scheduled session, the \$ \_\_\_\_\_ will be applied to a re-scheduled session that is agreed-upon by the parties.

#### 4. Location of Session and Session Time

The Photography Session will take place at the location and time agreed upon by the parties. Additional charges for travel time and travel-related expenses may be required in addition to package pricing. The assessment of such additional charges will be as agreed-upon by the parties in writing prior to the Photography Session. Client agrees that if he or she is late to a session, such time will be deducted from the time allotted for the Photography Session. If the Client is late by more than fifteen (15) minutes, the Photographer may cancel or reschedule the session at the Photographer's discretion and may require an additional Session Deposit.

#### 5. Limitation of Liability Related to Non-Completion of Agreement

In the unlikely event Photographer is unable to fulfill this Agreement due to injury, illness, acts of God, or for any other reason beyond the reasonable control of Photographer, the Client's sole and exclusive remedy is the return of any payments made by the Client pursuant to this Agreement. This includes the loss of images that is beyond the control of the Photographer, including, but not limited to: fire, theft, or malfunction of equipment.

#### 6. Release from Liability Related to Photography Session

Client acknowledges that modeling can, in some circumstances, be dangerous. The Client acknowledges that the Client and any minor children of the Client are not obligated to perform any act the Client deems dangerous or otherwise inappropriate. The Client agrees to let the Photographer know if the Client does not wish the Client or the Client's minor children to perform or participate in any act, including, but not limited to: the use of props or positioning in certain poses requested by the Photographer. While all reasonable precautions will be made to ensure the safety of any photography model, Client acknowledges that accidents may occur. Client hereby agrees to indemnify and hold harmless the Photographer (including the Photographer's employees, agents, or business associates), from any injuries, damages, or other losses that may occur directly or indirectly as a result the Photography Session.

## 7. Model Release and Copyright

The Client agrees that he or she has the authority to agree to the use of the likeness of all individuals to be photographed during the Photography Session. Client agrees and assigns the Photographer the irrevocable and unrestricted right to alter, use and publish all images taken during the Photography Session for advertising, display, publication, and all other marketing and/or educational purposes. The Client agrees to release all claims or right to any profit that may be generated for the use and publication of the same. The Client further agrees to indemnify and defend the Photographer for all claims, demands, or lawsuits made in relation to the Photographer's use of the images as contemplated by this paragraph. The Photographer retains the exclusive copyright protection for all images taken during the Photography Session. The Client may not, without the express written permission of the Photographer, use the images taken during the Photography Session for professional display, profit, or other commercial endeavors. All images displayed on Photographer's websites are subject to the protections of this paragraph. For all purchased images, the Photographer grants the Client permission to share the purchased images with family, friends, and on social networking websites so long as the images remain unaltered and textual credit as provided by the Photographer.

## 8. Permitting

If any permits or licenses are required, Client is responsible to obtain such permits or licenses and Photographer shall not be liable for any failure of Client to do so.

## 9. Intellectual Property

Photographer holds all copyright in and to any images produced. Photographer will not transfer copyright to the images, but will allow Client personal use of the images as follows:

Any use beyond that which is described above shall be unlawful.

## 10 . Subcontractors

The Photographer shall not be permitted to use subcontractors in the provision of Photography Services to the Client. Photographer was hired specifically for Photographer's own skill set and may not outsource any work.

## 11. Expenses

Photographer shall be solely responsible for any expenses incurred under this Agreement. Client shall have no part of paying or reimbursing expenses.

## 12. Warranties

The Photographer represents and warrants that it will perform the Photography services using reasonable care and skill for a photographer in their field and that any results, end products, or materials given by the Photographer to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights of any third party.

## 13. Agreement Modification

This Agreement is the entire agreement between the Client and Photographer and may only be modified as set forth in the foregoing paragraphs, in writing, and as agreed-upon by the parties. This Agreement supersedes all prior agreements between the parties. If one or more paragraphs are found to be unenforceable or invalid, the remaining paragraphs shall remain in effect and are enforceable. Any waiver the foregoing paragraphs as agreed-upon by the parties does not alter the enforceability of the remaining paragraphs.

## 14. Termination

This Agreement shall terminate automatically when the Photographer's work has been completed. This Agreement may also be terminated by either party, providing a prior written notice;

- a) If the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within 14 days or that should have been remedied within 14 days after a written request and was not;

b) If the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

No on-going relationship between the Parties is contemplated and Client may not assign additional work to Photographer. The Parties may decide, through an addendum to this Agreement, to expand the scope of Photography Services, but such Agreement may only be in writing and with explicit terms.

## 15. Miscellaneous

### a) Governing Law

This Agreement shall be governed in all respects by the laws of the state of \_\_\_\_\_.

Both Parties consent to jurisdiction under the state and federal courts within the state of \_\_\_\_\_.

### b) Assignment

This Agreement, or the rights granted hereunder, may not be assigned sold, leased or otherwise transferred in whole or party by either Party.

### c) No Waiver

If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

### d) Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts

to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

#### e) Entire Agreement

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

#### f) Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

This Agreement contains the complete and final expression of the agreement between the parties with respect to the subject matter hereof and signed on \_\_\_\_\_.

Client Signature

Photographer Signature

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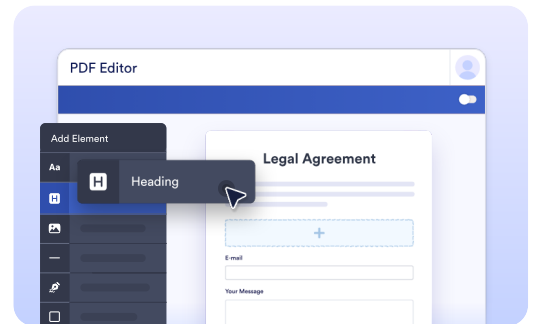
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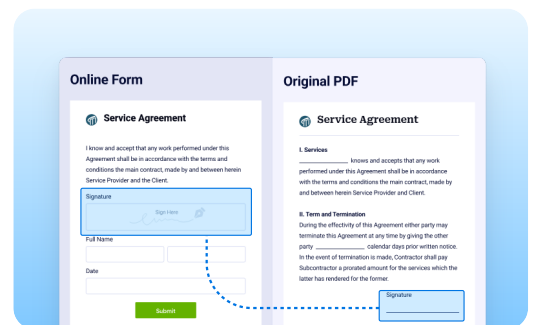
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