



# PHOTOGRAPHY SERVICES CONTRACT

I. **The Parties.** This agreement is between **CHRISTIAN ANDREW BOYD** (hereafter “the PHOTOGRAPHER”) and \_\_\_\_\_ (hereafter referred to as “CLIENT”).

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.

II. **Term.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and terminate on/about \_\_\_\_\_, 20\_\_\_\_\_.

III. **The Service.** PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at \_\_\_\_\_(time) and \_\_\_\_\_(place).

The PHOTOGRAPHER agrees to provide the following:

\_\_\_\_\_  
\_\_\_\_\_.

Hereinafter known as the “Service”.

PHOTOGRAPHER agrees to provide \_\_\_\_\_ photos for client to view after the shoot and is not required to provide more than this number of images. PHOTOGRAPHER will provide photos only after at least 50% of the payment amount (see section IV) has been paid. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

PHOTOGRAPHER shall provide, while providing the Service, that he shall comply with the policies, standards, and regulations of the CLIENT, including local, State, and Federal laws and to the best of their abilities.

IV. **Payment Amount.** The CLIENT agrees to pay the PHOTOGRAPHER the following compensation for the Service performed under this Agreement:

\$\_\_\_\_\_ / Flat Rate

Hereinafter known as the “Payment Amount”.

The payment amount of the payment for photography services must be paid in full no later than 7 days after the SHOOT detailed in Section III (The Service).

- V. **Inspection of Services/Quality Check Quarantine.** The PHOTOGRAPHER will work with the CLIENT to produce the desired outcome. If any of the Services performed by the Photographer pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Photographer, at which time the Photographer shall promptly correct or re-shoot such work within a reasonable time.
- VI. **Confidentiality.** PHOTOGRAPHER acknowledges and agrees that all information and personal details regarding the Client and the Shoot (including but not limited to payment information, artistic process, etc...) is confidential. Photographer shall not, during the term of this Agreement or after its termination, disclose any Confidential Information without the prior consent of the Client.
- a. **No Release.** PHOTOGRAPHER agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.
- VII. **Indemnification:**
- a. PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is in no obligation to capture any specific moment, or pose, or person(s) during the SHOOT.
  - b. If PHOTOGRAPHER is unable to perform the services in this contract for any cause outside its control, PHOTOGRAPHER will return in full all payments made by CLIENT in relation to this SHOOT.
  - c. CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.
  - d. 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.
  - e. CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury, which may occur as the CLIENT poses or works with PHOTOGRAPHER.
  - f. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.
- VIII. **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.
- IX. **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.

- X. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
- XI. **Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of **TENNESSEE.**
- XII. **Additional Terms & Conditions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- XIII. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

By signing this agreement, the Parties agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Photographer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_