

Short-Form General Photography Contract

(This contract suitable for baby, senior portrait, headshot, family, etc)

1. Scope of Work:

This contract is for services and products related to a photography or videography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place. PHOTOGRAPHER agrees to provide no fewer than decided number of photos for CLIENT to view after the shoot, and is not required to provide more than that number of images. PHOTOGRAPHER will perform basic postprocessing or digital image editing services on these photos or videos where it is felt necessary.

2. Fees:

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the amount as discussed. CLIENT agrees to pay the photographer a non-refundable initial payment totaling 50% (fiftypercent) of the total price of the photography or videography services upon signing this contract. The initial payment reserves the photographer's time and is not a retainer or deposit. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

The balance of the payment for the shoot must be paid in full no later than 7 days after the SHOOT. If CLIENT is required to purchase photos or videos separately after the SHOOT, payment for the same shall be due immediately upon the delivery to the client.

3. Work Product

PHOTOGRAPHER will deliver proofs of photos or videos to the CLIENT in approximately ninety days (90 days) after the date of the SHOOT. CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and CLIENT has no right to these photos or videos except for a license to review them, but not store the proofs. All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos and/or videos from the SHOOT to be delivered to the client will be according to the following order. The inclusion of all/some photos and/or videos to be included in the costing will be subject to discussion before the agreement. If photos and/or videos are included in the price for photography and/or videography services, the following will constitute the entirety of photos and/or videos to be delivered to client and licensed for personal use only.

(This contract suitable for weddings, baby, senior portrait, headshot, family, etc.)

4. Raw Data:

We don't give raw data with our any custom package or any other packages. Without saying we never delivered raw files in USB/DVD/online.

In special condition if needed all/raw files it will cost as below rates per event.

For Photos - \$500
For Videos - \$1000

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5. Indemnification:

5.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

5.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

5.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

5.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos and/or videos from this shoot 60 (sixty) days after the photos have been delivered to CLIENT.

5.5 - CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

5.6 - PHOTOGRAPHER will strive to present photos and/or videos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

6. Duty of Client

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT.

PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from taking photos or videos of the event(s) is not the fault, liability, or responsibility of photographer.

7. Exclusive Photographer

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take photos and/or videos of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take photos and/or videos in these situations.

8. 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. PHOTOGRAPHER may sell photos containing CLIENT'S likeness to third parties.

9. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract.