

COMMERCIAL PHOTOGRAPHY SERVICES AGREEMENT

Location: _____ Date: _____

PARTIES:

Client Name: _____

Client Contact Information: _____

Photographer Name: _____

Photographer Contact Information: _____

SERVICES:

Description of Photography Services: _____

Location(s) of Services: _____

Date(s) of Services: _____

COMPENSATION:

Total Fee: _____ USD

Payment Schedule and Terms: _____

DELIVERABLES:

Number and Type of Final Images: _____

Delivery Format and Method: _____

Delivery Timeline: _____

1. Grant of Rights

Photographer grants Client a non-exclusive, non-transferable license to use the photographs solely for the purposes specified herein. All other rights, including copyright, remain with the Photographer unless otherwise agreed in writing.

2. Ownership and Copyright

Photographer retains all copyrights to the photographs. Client shall not reproduce, publish, or otherwise use the photographs except as permitted by this Agreement or with prior written consent of the Photographer.

3. Model and Property Releases

Client is responsible for obtaining any necessary releases from models, property owners, or other third parties for use of the photographs in the manner contemplated.

4. Payment Terms

Full payment is due as specified in the Compensation section. Late payments shall incur interest at the maximum rate permitted by law. Failure to pay may result in withholding of deliverables.

5. Cancellations and Rescheduling

Client may cancel or reschedule services with at least 72 hours' notice. Cancellations within 72 hours are subject to a cancellation fee equal to 50% of the total fee.

6. Client Cooperation

Client agrees to provide reasonable cooperation and access necessary for completion of the services. Photographer is not responsible for delays caused by Client.

7. Limitation of Liability

Photographer's liability for any claim arising from this Agreement shall not exceed the total amount paid by Client. Photographer shall not be liable for indirect, incidental, or consequential damages.

8. Indemnification

Client agrees to indemnify, defend, and hold Photographer harmless from any claims, damages, or expenses arising from Client's breach of this Agreement or unauthorized use of the photographs.

9. Confidentiality

Parties agree to keep confidential any proprietary or sensitive information disclosed in connection with this Agreement.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of _____ without regard to conflicts of law principles. Parties submit to the exclusive jurisdiction of state and federal courts located in _____ County, _____.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements. Amendments must be in writing and signed by both parties.

12. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, or governmental actions.

13. Assignment

Neither party may assign or transfer their rights or obligations under this Agreement without prior written consent from the other party.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

16. Independent Contractor

Photographer shall perform services as an independent contractor and not as an employee or agent of the Client.

17. Notices

All notices required under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses provided by the parties.

18. Headings

Headings are for convenience only and shall not affect the interpretation of this Agreement.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an

original, and all of which together constitute one agreement.

20. Signatures

The parties have executed this Agreement as of the date first written above.

CLIENT'S SIGNATURE

PHOTOGRAPHER'S SIGNATURE

Signature: _____

Signature: _____

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