

# PHOTOGRAPHY SERVICES AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Client Information:

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Photographer Information:

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Scope of Services:

Description of Services: \_\_\_\_\_

Location(s) of Services: \_\_\_\_\_

Date(s) and Time(s) of Services: \_\_\_\_\_

## Payment and Fees:

Total Fee: \_\_\_\_\_ USD

Payment Schedule: \_\_\_\_\_

Deposit Amount (if any): \_\_\_\_\_ USD

Balance Due: \_\_\_\_\_ USD

## Deliverables and Usage Rights:

Description of Deliverables: \_\_\_\_\_

Delivery Method and Timeline: \_\_\_\_\_

Client Usage Rights: \_\_\_\_\_

## Cancellation and Rescheduling:

Client may cancel or reschedule services by providing written notice to Photographer. Cancellation fees may apply as outlined in this Agreement. Photographer reserves the right to cancel or reschedule services due to unforeseen circumstances, with prompt notice to Client.

## Client Responsibilities:

Client agrees to provide access to locations, secure necessary permissions, and cooperate with Photographer to facilitate the services. Client is responsible for obtaining any required permits or releases for locations, subjects, or events.

## Photographer Responsibilities:

Photographer agrees to provide professional photography services as described in this Agreement, use reasonable care and skill, and deliver the agreed-upon deliverables within the specified timeline.

**Limitation of Liability:**

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

**Indemnification:**

Client agrees to indemnify and hold Photographer harmless from any claims, damages, liabilities, or expenses arising from Client's breach of this Agreement or misuse of the deliverables.

**Force Majeure:**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or government actions.

**Confidentiality:**

Both parties agree to keep confidential any proprietary or non-public information obtained in connection with this Agreement, unless disclosure is required by law.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. Any disputes arising hereunder shall be resolved in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Entire Agreement; Amendments:**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

**Waiver:**

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

**Signatures:**

**CLIENT'S SIGNATURE**

**PHOTOGRAPHER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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