

PORTRAIT PHOTOGRAPHY SERVICES AGREEMENT

Location: _____ Date: _____

Client Information:

Full Name: _____

Address: _____

Phone/Email: _____

Photographer Information:

Full Name / Business Name: _____

Address: _____

Phone/Email: _____

Service Details:

Description of Services: _____

Location(s) of Session: _____

Session Date(s) and Time(s): _____

Payment Terms:

Total Fee: _____ USD

Deposit Amount (if any): _____ USD

Balance Due Date: _____

Payment Method: _____

1. Engagement and Services

Client hereby engages Photographer to provide portrait photography services as described above, and Photographer accepts such engagement. Photographer agrees to use professional skill and judgement in delivering such services.

2. Deliverables

Photographer shall deliver the agreed-upon photographs in digital format and/or prints as specified in the Service Details. The delivery timeline and format shall be mutually agreed upon and documented separately.

3. Client Responsibilities

Client agrees to cooperate and be available at agreed times and locations for the photography sessions. Client is responsible for securing any necessary permissions or permits for locations.

4. Payment and Refunds

Client shall pay Photographer the fees specified above. Deposit payments are non-refundable except in cases of Photographer's breach. Final balance is due as specified. Late payments may incur interest as permitted by law.

5. Cancellation and Rescheduling

Either party may cancel or reschedule the session by providing reasonable notice in writing. Deposits shall be forfeited if Client cancels without reasonable notice. Photographer may cancel or reschedule for reasons beyond control, in

which case a full refund or reschedule will be offered.

6. Copyright and Usage

Photographer retains all copyrights to the images produced. Client is granted a limited license for personal, non-commercial use only, unless otherwise agreed in writing. Client shall not sell, distribute, or alter the images without Photographer's consent.

7. Model Release

Client grants Photographer the irrevocable right to use the images for promotional, advertising, portfolio, and publication purposes in any media now known or hereafter developed.

8. Limitation of Liability

Photographer shall not be liable for any indirect, incidental, or consequential damages arising from the services or use of delivered images. Photographer's total liability shall not exceed the total fees paid.

9. Indemnification

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

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____. The parties consent to the exclusive jurisdiction of the state and federal courts located therein.

11. Entire Agreement

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

12. Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder shall continue in full force and effect.

13. Force Majeure

Neither party shall be held liable for failure or delay in performing obligations due to causes beyond their reasonable control, including acts of God, government restrictions, or other unforeseeable events.

14. Confidentiality

Parties agree to maintain confidentiality regarding any proprietary or sensitive information exchanged in connection with this Agreement.

15. Independent Contractor

Photographer is an independent contractor and not an employee or agent of Client. Nothing herein creates a partnership, joint venture, or agency relationship.

16. Arbitration

Any dispute arising from this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association, unless otherwise agreed.

17. Notices

All notices shall be delivered in writing and deemed effective upon delivery if by hand, or three days after mailing if by certified mail.

18. Waiver

Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

19. Headings

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

20. Signatures

This Agreement may be executed in counterparts, each of which is deemed an original. Electronic signatures are binding and deemed as originals.

CLIENT'S SIGNATURE

PHOTOGRAPHER'S SIGNATURE

Signature: _____

Signature: _____

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