**PHOTOGRAPHY SERVICES AGREEMENT**

This Agreement is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Photographer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Client”).

The Client desires to obtain certain photography services from the Photographer and agrees to engage the Photographer to perform such Services.

The Photographer hereby agrees to provide such services to the Client.

The parties agree as follows:

1. The Photographer shall perform such services (herein referred to as “Services”, as specified below: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The Photographer and Client agree to arrive for the Shoot at least 15 minutes before the time(s) scheduled above.

3. The Photographer agrees to provide no fewer than \_\_\_\_\_\_\_\_ photos for client to view after the shoot and is not required to provide more than this number of images. The Photographer will perform professional processing and digital image editing services on these photos where artistically necessary.

4. The Photographer shall provide the Services hereunder, on a non-exclusive basis.

5. The Photographer hereby agrees that her/she shall follow the highest professional standards in performing all Services to be provided under this Agreement.

6. This Agreement is can be terminated by either party by giving the other party as \_\_\_\_\_\_\_ day notice.

7. The Photographer shall provide the Services as an independent contractor and Photographer shall not act as an employee, agent or broker of the Client.

8. The Client shall pay the Photographer for the Services being performed under this Agreement as follows:

Deposit payable at the signing of this agreement: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Due on the completion of the Shoot $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Due at delivery of the finished photographs $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. The Photographer in the course of performing the Services hereunder, may gain access to certain confidential or personal information of the Client. The Photographer agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of client, disclose such Confidential Information to third parties.

10. The Photographer will, within \_\_\_\_\_\_\_ days, deliver the following finished photos to the Client:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. The Client will obtain all permissions necessary for the Photographer to photograph at the Shoot. It is the Client’s responsibility to obtain permissions from the owner or manager of any location at which the shoot is scheduled to occur. The Client agrees that failure to obtain these permissions may result in fines to the photographer, and the Client agrees to reimburse the Photography for any suck fines with which he is assessed.

12. The Photographer shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Photographer to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. The Client does/does not grant permission to the Photographer and his or her 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. Specifically, Photographer may use Client’s likeness or images on the Photographer’s website, or other advertising media.

Photographer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_