

**Photography Agreement**  
**between**  
**[Photographer] and [Client Name]**

This agreement is between [Photographer] whose place of business is [Address, City, State, Zip] (henceforth known as “Photographer”) and [Client name and address] (henceforth known as “Client”).

Date of contract: \_\_\_\_\_

Service date(s): \_\_\_\_\_

Client phone(s): \_\_\_\_\_

Client email: \_\_\_\_\_ @ \_\_\_\_\_

Client mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Photographer arrival time(s): \_\_\_\_\_

Estimated end time(s): \_\_\_\_\_

Location(s) of photography shoot: \_\_\_\_\_

Number of people to be photographed: \_\_\_\_\_

Special attire required for photographer: \_\_\_\_\_

Additional Requests: \_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

## Section 1. Scope of Work

*(The following example is for wedding photography. You may customize this section to accommodate your specific needs.)*

The Photographer's goal is to document each priceless moment of your wedding day with great focus on the details of the wedding preparation, ceremony, reception, and any before and after special customs. Emotions speak louder than words and I strive to capture them in an artistic fashion. I combine photojournalism with formal and traditional photography. I will be looking for opportunities to capture candid moments during the ceremony and reception in an unobtrusive way. Any or all images may be professionally edited, "touched up," and/or cropped based on my professional judgment.

\$\_\_\_\_\_ Memories Package:

- Extra large leather book consisting of 100-150 images from formals, ceremony and reception
- Photography of engagement, wedding day, formals, and bridals
- Wedding invitations using engagement shots
- Wedding "Thank You" cards using formal shots
- 16" x 24" large print to be displayed on the wedding day
- Book shall be provided within 21 business days of receipt of the day of wedding
- Payment as defined in Section 2 (Fees).
- Book delivery is contingent upon final payment receipt as defined in Section 2 (Fees).
- All rights not explicitly express in Memories Package are reserved by Photographer.

Add-On Packages:

\$\_\_\_\_\_ Eternal Memories: Add-on a digital copy of all images (including formal shots and rehearsal dinner). Any or all images may be professionally edited, "touched up," and or cropped.

\$\_\_\_\_\_ Printed Memories: Add-on 10 of your favorite images in a large 13" x 19" print. Also add-on 90 of your favorite images in an album-ready 4" x 6" format size.

\$\_\_\_\_\_ Book Memories: Add-on two leather square books of the engagement pictures and formal wedding pictures.

*Client initial for approval* \_\_\_\_\_

## Section 2. Fees

Photographer shall provide photography services outlined above for a fee the stated fee under Section 1: Scope of Work. Client agrees to pay to Photographer a non-refundable "Save the Date" fee of \$250.00, which will be applied to the fee for services; this fee is due at the signing of this contract. Client agrees to pay Photographer fifty percent (50%) of the remaining balance the day of the wedding or up to seven (7) calendar days before the wedding date. This amount is due before any photography services are rendered. Failure to provide payment of fifty percent (50%)

of the remaining balance the day of the wedding or seven (7) calendar days before the wedding, for any reason results in Client's agreement to forego the "Save the Date" fee of \$250.00 and no additional services, fees, or photography will be provided for the wedding by Photographer.

Client agrees to pay the remaining fifty percent (50%) of the balance within fourteen (14) business days of the completion of the wedding, or upon delivery of the product(s) as defined in Section 1: Scope of Work, whichever occurs first.

Failure to provide the final fifty percent (50%) balance within fourteen (14) business days of the completion of the wedding or upon delivery of the product(s) as defined in Section 1: Scope of Work, will result in a fifty-dollar (\$50.00) late fee. This fee will provide Client with seven (7) business days to pay remaining fifty percent (50%) + \$50.00 late fee. If Client is still unable to make final fifty percent (50%) + \$50.00 late fee, an additional \$50.00 late fee will be accessed and the client will have images and products stored for up to ninety (90) calendar days. After this time, Client foregoes any and all rights to the "Save the Date" fee, the 50% wedding day partial payment, and any subsequent fees or charges incurred. Client also foregoes rights to all images, both print and digital. All rights not explicitly stated under Section 2: Fees are reserved by Photographer.

*Client Initial for Approval* \_\_\_\_\_

### **Section 3. Indemnification**

Client shall indemnify and hold harmless Photographer from any loss, damage or liability resulting from Client violation of this agreement, or any agreement involving Client and Photographer. Client shall indemnify Photographer and hold harmless from and against any claim by any other person or entity resulting from the performance of services under this agreement.

*Client Initial for Approval* \_\_\_\_\_

### **4. Arbitration**

Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Louisiana. The arbitration shall be binding on the parties and any court of competent jurisdiction may confirm the arbitration award.

*Client Initial for Approval* \_\_\_\_\_

### **5. Assignability and Parties of Interest**

Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in

this agreement, express or implied, will confer upon any person or entity not a party to this agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this agreement, except as expressly provided in this agreement.

*Client Initial for Approval* \_\_\_\_\_

## **6. Photography Release**

Client hereby authorizes Photographer to publish photographs taken during this wedding event for use of Photographer's print, online, and video-based marketing material(s), as well as other publications. Client hereby release and hold harmless Photographer from any reasonable expectation of privacy or confidentiality associated with the images specified above. Further, Client attests to be in sound mind in judgment and under no harm or duress. Client has full authority to consent and authorize Photographer to use images, likeness, and name.

Client acknowledges that participation is voluntary and will receive no financial compensation of any type associated with taking or publication of these photographs in Photographer's marketing materials or publications. Client acknowledges that publication of photos confers no rights of ownership or royalties whatsoever. Client hereby release Photographer, contractors of Photographer, employees of Photographer, and any third party involved in the creation or publication of Photographer's publications, from liability for any claims by Client or any third party in connection with Photographer's participation.

*Client Initial for Approval* \_\_\_\_\_

## **7. Independent Contractors**

In providing services pursuant to this agreement, the Parties may be independent contractors, and no party in this agreement shall make any representations or statements indicating or suggesting that any joint venture, partnership, or other such relationship exist between any of the parties except as set forth herein.

*Client Initial for Approval* \_\_\_\_\_

## **8. Entire Agreement**

This agreement constitutes a single integrated contract expressing the entire agreement of Client and Photographer with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

*Client Initial for Approval* \_\_\_\_\_

## **9. Amendments and Waiver**

This agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this agreement and duly executed by each party hereto or the authorized representative of such party. Except as expressly provided in this agreement, no course of dealing between parties hereto and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at law, in equity, by statute or otherwise, shall operate as a waiver of, or otherwise prejudice, any such rights, power or remedy.

*Client Initial for Approval* \_\_\_\_\_

## **10. Louisiana Law and Location**

This agreement was negotiated, executed and delivered within the State of Louisiana, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the internal laws (and not the conflict of laws) of the State of Louisiana applicable to the construction and enforcement of contracts between parties residing in Louisiana which are entered into and fully performed in Louisiana. Any action or proceeding arising out of, relating to, or concerning this agreement, including, without limitation, any claim of breach of contract, shall be filed in the state courts of Caddo Parish, Louisiana or in a United States District Court in the Western District of Louisiana and in no other location. The parties hereby waive the right to object to such location on the basis of venue.

*Client Initial for Approval* \_\_\_\_\_

## **11. Counterparts**

This agreement may be executed in counterparts. The execution of a signature page of this agreement shall constitute the execution of the agreement, and the agreement shall be binding on each party upon the date of signature, if each party executes such counterpart.

*Client Initial for Approval* \_\_\_\_\_

## **12. Severability**

If any part of this agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder

of this agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

*Client Initial for Approval* \_\_\_\_\_

### **13. Deposit**

A non-refundable deposit of \$ \_\_\_\_\_ is required to reserve Photographer's services for your wedding date.

*Client Initial for Approval* \_\_\_\_\_

### **13. Limit of Liability**

If Photographer is unable to perform to this contract due to any cause beyond the control of the parties, Photographer shall have no further liability with respect to this agreement. If Photographer is unable to perform the obligations in this contract due illness or for any other unforeseen reason, Photographer will not be liable for costs in excess of the amount the client has paid to date. This limitation of liability will also apply in the event that the high resolution digital files are lost through camera malfunction, damaged in processing, lost in the mail, or otherwise damaged or lost with or without fault of the Photographer. While every attempt is made to create the best images possible, no particular photo is guaranteed.

*Client Initial for Approval* \_\_\_\_\_

### **14. Ownership of Images**

Client will obtain all rights to proofs and all high-resolution digital files, which may be used for personal use only, and may not be sold or published without the written consent of Photographer. All rights to images created by Photographer will remain with the Photographer. Photographer reserves the right to display any photographs made in conjunction with this wedding as samples of his work for the purposes of window and showroom exhibit, advertising, promotion on the internet, publication, instruction and professional competition. Coverage plan times must be used consecutively. Time starts when Photographer arrives, and time ends when the coverage time runs out.

*Client Initial for Approval* \_\_\_\_\_

## 15. Flash Usage

Client understands that if, during the wedding ceremony, flash photography is not allowed or subjects are too far for the flash to reach, high ISO settings (film's sensitivity to light) must be used, potentially creating a pixilated or grainy effect in the final photographs.

*Client Initial for Approval* \_\_\_\_\_

## 16. Changes to Written Agreement

Any changes to this contract must be in writing and signed by both parties. This contract incorporates the entire understanding of the parties.

## 17. Price Agreement

Wedding package: \$\_\_\_\_\_ Package Price: \$\_\_\_\_\_

Add-On Items: \_\_\_\_\_

Cost of Add-On Items: \$\_\_\_\_\_

Deposit Paid: \$\_\_\_\_\_ Remaining deposit required: \$\_\_\_\_\_

Remaining balance of \$\_\_\_\_\_ is due and payable by \_\_\_\_\_.

**By signing this contract, Photographer and Client agree to all terms & conditions stated in this contract.**

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

Client Printed Name: \_\_\_\_\_

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