

IN-SGAsem05

Photography contract

Date: [date]

■ .

“Instruction”

means a written instruction for a specific Shoot, as set out [in ■■■■■■■■■■ / ■■■■■■■■■■ ■■■■■■■■■■].

“Model Right”

means any right of a person to the privacy of his personal image or other feature by which he could be identified. It also means ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .

“Shoot”

means the occasion when the Photographer ■■ ■■■■■■■■■■ .

2. Entire agreement

- 2.1. This agreement contains the entire agreement between the parties and supersedes all ■■■■■■■■■■ .
- 2.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information ■■■■■■■■■■ ■■■■■■■■■■ .
- 2.3. Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other ■■■■■■■■■■ ■■■■■■■■■■ .
- 2.4. Neither party shall have, nor represent that he has, any authority to make any commitment on ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ .

3. Warranties for authority

- 3.1. Each of the parties warrants that he has power to enter into this agreement [and ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■].
- 3.2. The Photographer warrants and undertakes that he is not ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .

4. The contract

- 4.1. The Photographer agrees to provide
.....
..... .
- 4.2. The Photographer is alone responsible for all taxes arising
.....
.....
..... .
- 4.3. The Photographer is/ , [.....
123456789].
- 4.4. The Photographer is [..... ,
].
- 4.5. This is
.
- 4.6. A contract to undertake each Assignment
.....
..... .
- 4.7. The Client agrees to provide accurate, timely
.....
..... .
- 4.8. With effect from today the Client shall nominate a key person
..... ,
.....
..... .
- 4.9. The Photographer agrees that he
.....
..... .
- 4.10. If due to any reason the Photographer fails to perform his part under
..... .
.....
.....
..... .
- 4.11. If the Photographer does provide a
.....
..... .

7.7. [if relevant: Within 21 days of having received ,
.....]

OR

7.8. [Make]
].

8. Cancellation of agreement

8.1. If the Client cancels this contract at least [14] ,
..... .

8.2. If cancellation is within 14 days of the ,
..... .

OR

8.3. This agreement may be cancelled without penalty
..... 5 . 00

9. The licence of Images to Client

9.1. The Client acknowledges that the Photographer owns all right, title
.....
..... .

9.2. Money paid to the Photographer includes a fee for the grant of
.....
..... .

9.3. The licence is personal, - -
..... -

9.4. The licence is restricted so that [unless the Photographer gives written
authorisation] the Client may not copy any Image created
..... ,
..... .

Signed by [Photographer's name]

Signed by [Client name]:

9. The licence of Images to Client

This is the most important paragraph in the
.....

Under Indian law, it is the photographer
.....

In practice the photographer grants a licence to the client to use images. This means that clients may only use images in ways that have been set out here.,
.....

Of course, how you control your copyright is entirely up to you. Most commercial clients,
.....
.....
.....
.....

10. Licence of "Model Rights" to Photographer

A model release is simply a
.....

You may need "model" rights,
.....

11. Photographer's obligations

These provisions
.....

12. Use of sub-contractors

We have included many options for use of sub-contracts because this is a constant
.....,
.....,
..... -
.....,

13. Confidentiality

Use this paragraph if required; delete
.
.

14. Limitation of liability

This is an essential provision. The stronger the wording, the less likely . . .
. “ ”
. ,
. ,

15. Duration and termination

This paragraph
.

16. Uncontrollable events

Edit or delete as you require. ,
.
.

17. Miscellaneous matters

A number of special points. We have identified each of these as
. ,
.
.
.

End of notes