Photography contract

Date: [date]

This agreement is dated: [Date]

It is made between [photographer's name]

Of [address] (the "Photographer")

And [client's name]

Of [address] (the "Client")

Background

The terms of this agreement are:

1. Definitions

"Assignment"	means a piece of work to be undertaken by the Photographer under the terms of this agreement which is
"Confidential Information"	 means all information about the parties, including: information created or arising from this agreement; information, comment or implication published on
"Event"	means the [wedding, business conference / other] •••••••••.
"Fee"	means all money payable by the Client to the Photographer, however • • • • , • • • • • • • • • • • • • •
"Images"	means video or single photographic images

		recorded by •••••••••••••••••••••••••••••••••••
"Instru	iction"	means a written instruction for a specific Shoot, as set out [in • • • • • • / • • • • • • • • • • • •
"Mode	el 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
"Shoo	t"	means the occasion when the Photographer ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
Enti	ire agreement	
2.1.	This agreement conta supersedes all ■ ■ ■	ains the entire agreement between the parties and
2.2.	• •	dges that, in entering into this agreement, he does sentation, warranty, information
2.3.		ment shall create a partnership, agency or other the parties, other
2.4.	' '	ave, nor represent that he has, any authority to nt on ••••••••••••••••••••••••••••••
War	ranties for auth	ority
3.1.	Each of the parties w	varrants that he has power to enter into this
3.2.		arrants and undertakes that he is not

2.

3.

.........

4. The contract

The Photographer agrees to provide
The Photographer is alone responsible for all taxes arising
••.
The Photographer is/ • • • • • • • • • • • • • • • • • • •
The Photographer is $\blacksquare \blacksquare \blacksquare$
This is • • • • • • • • • • • • • • • • •
A contract to undertake each Assignment
The Client agrees to provide accurate, timely
With effect from today the Client shall nominate a key person ■ ■ ■ ■ ■
The Photographer agrees that he
- .
If due to any reason the Photographer fails to perform his part under • • • • • • • • • • • • • • • • • • •

	4.11.	If the P	Photographer does provide a
	4.12.		e to the venue, date or
	4.13.		g in this contract shall prevent the Photographer from entering similar
5.	The	Assig	gnment
	5.1.	The wo	ork under each Assignment shall
		5.1.1	[event, example: []
		5.1.2	Date:[date].
		5.1.3	Latest time when • • • • • • • • • • • • • • • • • • •
		5.1.4	Media: coloured ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		5.1.5	Location one: [• • • • • • • • • • • • • • • • • •
		5.1.6	Location two: [reception location].
		5.1.7	Latest attendance time required: [

Fee and payment								
1. The •	Client agrees							
	Client shall pay a deposit (
3. The □	Deposit is = = = - = = = = = = = = = = = = = = =							
	nent shall be made by any of: [■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■							
respe	Photographer reserves the right to charge the Client interest in ect of the late payment of ••••• [5]••••••••							
roject i	management procedure							
1. After ■ ■ ■	the payment of the Deposit							
	Client provides a list of specific people							
	Client will be responsible for informing people that [photographs videos] will = = = = = = = = = = = = = = = = = =							
	1. The (2. The (3. The (4. Payn 5. The (respect (1. After 2. If the (3.							

Within [seven] days after the date of the Event, $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$

7.4.

	7.5.	The Client agrees to make his
	7.6.	The Photographer shall deliver the Images [21]
	7.7.	[if relevant: Within 21 days of having received
	OR	
	7.8.	[Make = = = = = = = = = = = = = = = = = = =
8.	Car	ncellation of agreement
	8.1.	If the Client cancels this contract at least [14 • • •] • • • • • • •
	8.2.	If cancellation is within [14 days] of \blacksquare
	OR	
	8.3.	This agreement may be cancelled without penalty ••••••••••••••••••••••••••••••••••••
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, $\blacksquare \blacksquare \blacksquare \blacksquare = \blacksquare $
	9.4.	The licence is restricted so that [unless the Photographer gives written authorisation] the Client may not copy any Image created
	9.5.	So far as any goodwill is generated • • • • • • • • • • • • • • • • • • •
		••••••
	9.6.	The Photographer reserves the right to
10.	Lice	ence of "Model Rights" to Photographer
	10.1.	The Client grants all his • • • • • • • • • • • • • • • • • • •
	10.2.	The Client agrees that the Photographer may use his personal
		10.2.1 to market his business as a photographer;
		10.2.2 for sale of a ********** ;
		10.2.3 for sale of •••••••••••••••••••••••••••••••••••
11.	Pho	tographer's obligations
	11.1.	In working on the Assignment
		11.1.1 the Instruction;

11.1.2 [other standards and regulations]. 11.2. The Photographer shall provide the services in accordance with the professional 12. Use of sub-contractors ...,............. 12.1. -------------OR 12.2. 12.3. 12.4. OR ..[....]..... OR

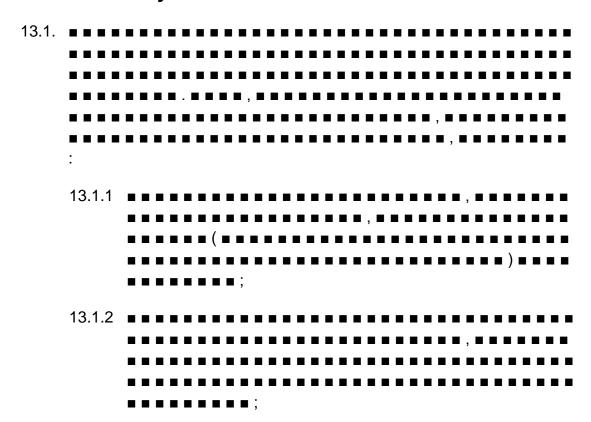
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OR

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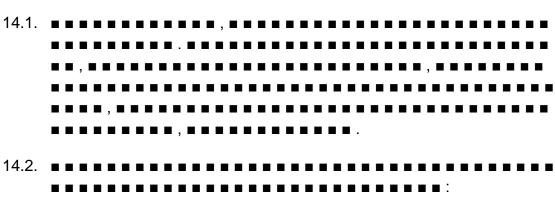
12.7.

13. Confidentiality

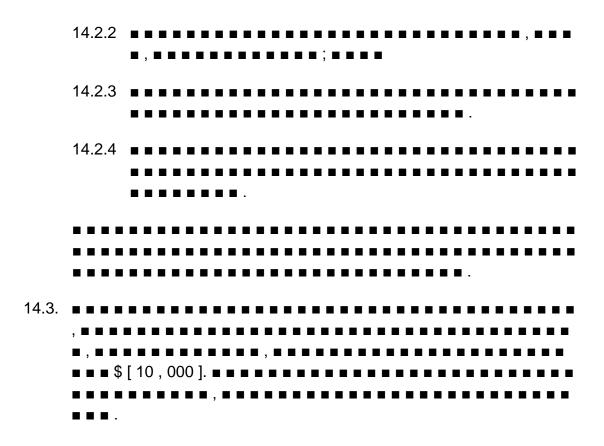


13.1.3 not publish Confidential Information on any social medium.

14. Limitation of liability

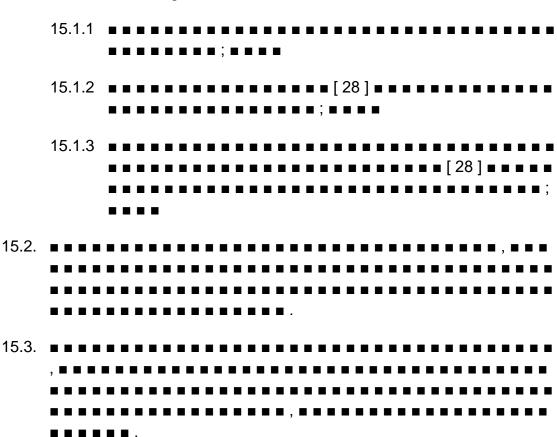


14.2.1 indirect or consequential loss; or



15. Duration and termination

15.1. Work on the Assignment shall continue until terminated:



16. Uncontrollable events

16.1.

16.2.

16.3.

16.5.

17. Miscellaneous matters

17.1.

17.2.

17.3.

17.4.	
17.5.	
17.6	
17.0.	
17 7	
	2017
17.8.	
	It shall be deemed to have been delivered:
	■■■;
	:
	-
17.9.	,

Signed by [Photographer's name]

Signed by [Client name]:

Sch	edu	ıle:	Ins	stru	ıcti	on										
[==		-	••				 	 	••		 	 	•	 	•	=]

Explanatory notes:

Photography contract

General notes

	,
2.	The agreement covers a range of possible assignments, from a wedding to a trip abroad to photograph eagles. The main differential is not connected with photography but with the duration of the assignment. A one-off wedding or
1.	This agreement strongly favours the photographer. However, we have included fair provisions to protect your client too. By all means I I I I I I I I I I I I I I I I I I

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
We have used general terms " Event " and " Image ". You may edit these definitions to an expression and description which more precisely covers ■ ■
By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it
Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

2. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. This is important when dealing with "lay" clients who may well claim that

	This paragraph is intended for an ongoing contract. The first part is protection for the photographer;
4.	The contract
	This paragraph is concerned with the basics of what each side is expected to do and not do.

	We make clear that you are self employed and responsible for your own taxes. Why?
	Clients also like to •••••••••••••.
	We suggest leave these items in place unless
5.	The Assignment
	This is a description of what you think you have been instructed • • • • • • • • • • • • • • • • • • •
	You have a choice: either set out details here or use a separate sheet and attach it. Make sure you then refer to it here. For retail services such ■ ■ ■ ■
c	Face and neumant
6.	Fees and payment
	We have provided a proposal. Edit
7.	Project management procedure
	This is another practical provision. We have included it to •••••••••••••••••••••••••••••••••
8.	Cancellation of agreement
	Cancellations happen often and are a frequent cause of dispute. It is therefore most important to set out

3.

Warranties for authority

9.	The licence of Images to Client
	This is the most important paragraph in the I I I I I I I I I I I I I I I I I I
	Under New Zealand law, it is the
	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

9.

Confidentiality

13.

	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