Portrait Photography Contract



Example Portrait Photography Contract

Review this example of a portrait photography contract, crafted to provide a foundational understanding of the typical clauses and provisions involved. While this sample offers a structured framework for client-photographer agreements, it's crucial to remember that every photography business and client relationship is unique. Therefore, it's highly advisable to consult with a legal professional. This ensures that the contract not only aligns with your specific business needs but also adheres to local regulations and laws, safeguarding both you and your clients.

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Portrait Photography Contract

[Your Business Name]

This Agreement is between [Your Name] (hereinafter referred to as “Photographer”), in the State of [Your State] and doing business as [Your Business Name], and the undersigned (hereinafter referred to as “Client”).

Session Details

Session Date

Location

Duration

Additional Details

Session Fee

Package Ordered (incl. price)

Additional Costs

Total

Terms and Conditions

Service Provided: The parties agree that Photographer will provide a photography portrait session for a specified duration, as detailed in the accompanying pricing sheet. Following the session, the Client will be allowed to view proofs for the purposes of order selection.

Portrait Products: Prints, albums, and other image products are available at the price in effect at the time of the session. Prices are valid for 30 days from the date of the session.

Payment: The Client shall pay the session fee at the time of booking the session date using accepted payment methods, as detailed in the accompanying pricing sheet. This payment is non-refundable except as noted in the Failure to Perform clause below. Orders for prints, albums, and other products must be paid in advance of delivery.

Failure to Perform: In the event that Photographer fails to perform for any reason, Photographer shall not be liable for any amount in excess of the session fee. If the Client cancels the session, fails to appear at the scheduled time and place, or otherwise prevents Photographer from performing services, the session fee will not be refunded.

Rescheduling Policy: If the Client wishes to reschedule the session, a minimum of 14 days’ notice is required. Request should be made by phone, with a follow-up email for confirmation. Failure to provide adequate notice or not showing up on the agreed date will result in the forfeiture of the session fee. While Photographer will make every effort to accommodate rescheduling requests, availability is not guaranteed.

Inherent Media Qualities: Client understands photos may fade or discolor over time. Client is also aware that digital media storage devices may become unstable or unreadable over time. It’s advised to back up digital images. The Photographer isn’t liable for fading, discoloration, or data loss.

Client Initial

Photographer Initial

Guarantees: This contract covers the Photographer's services for the specified duration. Photographic services do not include any promise, expectation, warranty, or guarantee that a specific pose, action, outfit, background, or otherwise visual representation will be photographed in any way. The Photographer decides on image edits and selections, and not all captured images may be in the final delivery. Special image requests are attempted but not guaranteed.

Copyright: The Photographer retains copyright to all images. Clients may share images for personal & professional use, but commercial use or alteration requires the Photographer's written consent.

Exclusivity of Services: Only the Photographer, or those hired by them, may take photos. No other photography is allowed without consent.This ensures the quality of the photos and the smooth conduct of the session.

Returned Checks: If a check issued by the Client is returned, Client will cover bank fees incurred by Photographer and pay a $50 returned check fee. Future services may require payment by cash or credit card.

Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State]. Any disputes arising from or related to this Agreement shall be resolved in a court of competent jurisdiction located in the State of [Your State], and both parties consent to the jurisdiction and venue of such courts.

Limitation of Liability: Photographer's total liability under this Agreement for any claim, loss, damage, or injury arising from his services is limited to the amount paid by the Client under this Agreement. In no event shall Photographer be liable for special, incidental, consequential, or punitive damages. Photographer is not responsible for any loss or damage to personal property or for any injuries or adverse events that occur during the photography session.

Severability: If any provision of this Agreement is held to be invalid or unenforceable by law, the validity of this Agreement in whole shall not be affected, and the other provisions of the Agreement shall remain in full force and effect.

Client Signature _____ Date _____

Printed Name _____

Address _____

Phone _____

Email _____

Photographer Signature _____ Date _____

[Your Printed Name]

[Your Business Name]

[Business Address]

[Business Phone]

[Business Email]

[Business Website URL]