**PHOTOGRAPHY AGREEMENT**

**Background:**

This Photography Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**[COMPANY NAME](s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**The Client**”, “**Party**”, “**Parties**”) and

**[CLIENT NAME]**: [INSERT NAME] located at [INSERT ADDRESS] (“**[CLIENT NAME]**”, “**Party**”, “**Parties**”)

**Services**

1. This Contract is for the engagement of [TRADING NAME] as a photographer. The Client will engage [TRADING NAME] as a Photographer for [PROJECT] beginning on [INSERT DATE].

**Purchase Price**

1. The Client agrees to pay to [TRADING NAME] a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Client [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Payment**

1. Payment for the engagement will be by: [INSERT ALL THOSE THAT APPLY]
	1. [Credit or debit card];
	2. [Personal Cheque];
	3. [Cashier cheque];
	4. [Cash];
	5. [Money order]; and
	6. [Wire transfer].
2. The Following amounts will be paid:
	1. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**Termination**

1. Either party may terminate this contract upon [DAYS] written notice. [INSERT PARTY(S) NAME] may terminate this contract at any time if [INSERT PARTY(S) NAME] is dissatisfied with [INSERT PARTY(S) NAME] performance or for other good cause.

**Working Hours**

1. [INSERT TRADING NAME] will be required to remain on the set/at the location for a total of [HOURS] per day.

**Wardrobe**

1. [INSERT PARTY(S) NAME] will be responsible for furnishing all of the Client’s wearing apparel for use in connection with the assignment. All items furnished by will remain the property of [INSERT PARTY(S) NAME].

**Transportation**

1. [INSERT PARTY(S) NAME] will be responsible for arranging and paying for [TRADING NAME]’s transportation expenses for the assignment.

**Work Product Ownership**

1. Any copyright works, ideas, discoveries, inventions, patents, products, or other information (“Work Product”) developed in whole or in part by [INSERT PARTY(S) NAME] in connection with the Services shall be the exclusive property of [INSERT PARTY(S) NAME]. Upon request, [INSERT PARTY(S) NAME] shall sign all documents necessary to confirm or perfect the exclusive ownership of [INSERT PARTY(S) NAME] to the Work Product.

**Force Majeure**

1. [INSERT PARTY(S) NAME] shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of [INSERT PARTY(S) NAME] s reasonable control.

**Limitation of Liability**

1. [INSERT PARTY(S) NAME] shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. In no event will [INSERT PARTY(S) NAME] be liable for any amount exceeding the price paid by [INSERT PARTY(S) NAME] for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [[INSERT PARTY(S) NAME] will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of [INSERT PARTY(S) NAME]. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [[INSERT PARTY(S) NAME] will need permission in the event they assign a third party. [INSERT PARTY(S) NAME] may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of [INSERT PARTY(S) NAME]JN. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
3. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
4. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
	1. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
	2. [Binding Arbitration [INSERT DETAILS]];
	3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
	1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
	2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Schedule 1- Details of Services**

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| --- | --- | --- |
| **Description of Services** | **Project** | **Price of project ($)** |
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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

 **SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **[TRADING NAME] Signature** |  | **[TRADING NAME] Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **[TRADING NAME] Signature** |  | **[TRADING NAME] Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **The Client Signature** |  | **The Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **The Client Signature** |  | **The Client Full Name** |