General Photography Contract

(This contract suitable for baby, senior portrait, headshoot, family, etc)

Photographer:
Dalibor Vilovski
Seapark,Clontarf,Dublin 3
vilovskidalibor@gmail.com

Client:
_____
_____
_____

This agreement is between Client ,whose name and address is listed above ,and **Dalibor Vilovski Photography**

1. Scope of Work:
This contract is for services and products related to a photography shoot to take place at the following time and place.
PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at _____
Other locations where photography services will be performed_____
PHOTOGRAPHER agrees to provide no fewer than 20 proofs for CLIENT to view after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

2. Fees:
In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of _____ CLIENT agrees to pay the photographer a non-refundable deposit totally 50% (fifty-percent) of the total price of the photography services upon signing this contract. The balance of the payment for photography services must be paid in full no later than 7 days after the SHOOT detailed in Section 1: Scope of Work. If CLIENT is required to purchase photos separately after the SHOOT, payment for those photos is due immediately upon delivery of photos to client.

3. Work Product:
PHOTOGRAPHER will deliver proofs of photos to CLIENT no more than thirty days (30 days) after the date of the SHOOT. CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and CLIENT has no right to these photos except for a license to review them, but not store the proofs.PHOTOGRAPHER agrees to license photos to CLIENT from the SHOOT. All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order.Are any photos to be included in the price for photography services? YES or NO, ALL PHOTOS MUST BE PURCHASED SEPARATELY.If photos are included in the price for photography services, the following will constitute the entirety of photos to be delivered to client and licensed for personal use only.

How many digital photos will be licensed to client, and in what resolution? _____

How many prints will be delivered to client, in what sizes, and what materials will be used for printing? _____
CLIENT understands and agrees that prints take longer for delivery. PHOTOGRAPHER must deliver photos in a reasonable amount of time after the CLIENT has made a final order.

4. Indemnification:
4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT. For example, the PHOTOGRAPHER has no liability for failing to capture the bride throwing the bouquet. CLIENT is encouraged to provide a suggested photo list to PHOTOGRAPHER no less than 24 hours prior to the SHOOT to include photos that CLIENT would like PHOTOGRAPHER to shoot, but PHOTOGRAPHER has no liability for capturing any of the photos on the list.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, such as fire,flood, casualty, act of God or terrorism, illness, or any other reasonable cause outside the photographer's control or expectation, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return all in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. PHOTOGRAPHER will take reasonable steps to prevent data loss, but is not liable for loss of data due to technical failure.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is required to retain copies of a reasonable number of photos from the SHOOT for 60 days after the SHOOT. After this period has expired, PHOTOGRAPHER has no duty to retain copies or originals of files or photos from the event. It is the responsibility of CLIENT to purchase, store, and backup photos after the 60-day period. This clause is subject to the limitations in Section 4.3 of this Contract.

4.5 – CLIENT understands and agrees that PHOTOGRAPHER may have cords, light stands, and other gear at the location. CLIENT will hold PHOTOGRAPHER harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. CLIENT further agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – CLIENT agrees and understands that the quality of a photograph is entirely subjective. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

4.7 – CLIENT agrees and understands that PHOTOGRAPHER may perform digital retouching of photos, including blemish removal, creative effects, teeth whitening, and other digital image edits. CLIENT agrees to hold PHOTOGRAPHER harmless for any edits which may be viewed as defamatory or demeaning.

5. Duty of Client :
CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centre, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer.

6. Exclusive Photographer :
CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations.

7. Model Release :
In exchange for valid consideration, CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising. PHOTOGRAPHER may sell photos containing CLIENT'S likeness to third parties.

8. 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 The arbitration shall be binding on the parties.

9. Assignability and Parties of Interest:
CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

10. 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, and, 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.

11. Amendment 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.

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.

13. Headings and Subheadings:
The clause headings in the Agreement are for reference only and do not form a part of this Agreement.

PHOTOGRAPHER Signature _____

Date: _____

CLIENT Signature: _____

Date: _____