

Photography Agreement

AGREEMENT: This contract between JoJo's Photos & Studio, LLC, a Minnesota limited liability company (hereinafter "Photographer") and _____ (hereinafter "Client"), governs the assignment of photographing _____ (hereinafter "Session"). This contract, with the accompanying estimate or description of services, constitutes the entire agreement between the parties. Any amendments to this agreement shall be made and agreed to in writing. This agreement may be executed in one or more counterparts, including electronic versions, each of which shall be deemed an original.

1. Scope of Work: This contract is for services and products related to a photography shoot to take place at the following location and time: _____. The Photographer does not guarantee to provide Client with any number of preview images after the Session unless purchased or included in your package. Photographer(s) will perform basic post-processing or digital image editing services on these photos where artistically necessary. Photographer holds no obligation to reprocess or re-edit photos after the photos have been delivered.
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 initial retainer fee securing photography services upon scheduling. The initial payment reserves the Photographer's time and is a non-refundable deposit. Photographer agrees not to advertise availability of this same time slot to any other potential clients once the retainer fee has been paid. If Client cancels this Session for any reason, the initial payment will not be returned to Client. The balance of the payment for photography services must be paid in full the day of the Session.
3. Work Product: Photographer(s) will deliver photos to the Client no sooner than four to six (4-6) weeks after the date of the Session. Client understands and agrees that photos are the exclusive property of the Photographer, and Client has no right to these photos except for printing and use on social media. All photos delivered to Client are licensed for Client's personal use only and not for commercial purposes unless otherwise specified by JoJo's Photos & Studio. The Client shall be provided photos from Photographer in a high-resolution digital format.
4. Indemnification: Client agrees that Photographer is under no obligation to capture any specific moment, pose, or person(s) during the Session. Client will obtain all permissions necessary for Photographer to photograph at the Session. Photographer(s) has no duty to obtain permission of locations to operate thereon. If Photographer is unable to perform the services in this contract, Client agrees to indemnify Photographer for any loss, damage, or liability; however, Photographer will return in full all payments made by Client to Photographer. Client agrees to indemnify and hold harmless Photographer(s) for any liability, damage, or loss related to technological failure, including data loss. Client understands and agrees that Photographer is not required to maintain copies of the photos from this Session

Photography Agreement

after the photos have been delivered to the Client. Once the photos are delivered to the Client, it is the Client's sole responsibility to protect and retain their images for the future. Photographer(s) will strive to present photos in a workmanlike manner but are not required to cater to specific aesthetic preferences of the Client.

5. Exclusive Photographer: Client agrees that no other party other than the Photographer may take pictures of any poses, lighting situations, or setups made by the Photographer at the Session.
6. Model Release: Client grants permission to Photographer and its assigns, licensees, and sublicensees, permission to use Client's image or likeness in all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Photographer may use Client's likeness and image on Photographer's website or other advertising. Photographer(s) may sell photos containing Client's likeness to third parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and delivered as of the date stated below.

PHOTOGRAPHER: JoJo's Photos & Studio, LLC

 _____ Date: _____

CLIENTS:

_____ Date: _____

_____ Date: _____