

This agreement is between **Memories by Lenai/Heather L Hargrove** (hereafter “**Photographer**” “**the Photographer**” or **“Photography Company**”)

and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “CLIENT”).**

1. **Scope of Work**:

This contract is for services and products related to a photography shoot (hereafter “shoot” or “the shoot”) to

take place at the following time and place.

**PHOTOGRAPHER** is to arrive for the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “shoot”)** at **\_\_\_\_\_\_\_\_\_\_\_\_(time)** at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(place).**

**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 **$\_\_\_\_\_\_\_\_\_\_\_** PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. **The balance of the payment for photography services must be paid in full THE DAY OF THE SHOOT**

If **CLIENT** is wanting to purchase photos separately after the SHOOT, payment for those photos is due immediately upon order of photos.

3. **Work Product**

**PHOTOGRAPHER** will deliver photos to **CLIENT** no more than thirty days (30 days) after the date of the SHOOT. **CLIENT** understands and agrees that photos are the exclusive property of **PHOTOGRAPHER** and **CLIENT** All photos delivered to **CLIENT** are licensed for **CLIENT’S** personal use only. Photos from the **SHOOT** to be delivered on USB or CD (**CLIENTS** choice) ALL **PHOTOS MUST BE PURCHASED SEPARATELY.** **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**. **UNLESS SPECIFIED BY CLIENT**

4.2 - If **PHOTOGRAPHER** is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, **PHOTOGRAPHER** will return 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, including data loss.

4.4 - **CLIENT** understands and agrees that **PHOTOGRAPHER** is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to **CLIENT**.

4.5 – **CLIENT** agrees to hold **PHOTOGRAPHER** harmless for any personal injury which may occur as the **CLIENT** poses or works with **PHOTOGRAPHER**.

4.6 – **PHOTOGRAPHER** will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of **CLIENT**.

**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 centers, 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** unless asked first. 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**

**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.

**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.

**PHOTOGRAPHER** Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT(S)** Signature(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_