

## MAC MEDIA 121 Photography Contract

This agreement is between Michael Cummings (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 and CLIENT are to arrive for the SHOOT at \_\_\_\_\_ (time) at \_\_\_\_\_ (place).

PHOTOGRAPHER agrees to provide no fewer than \_\_\_\_ photos 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. 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.

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.

### 3. Indemnification:

3.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

3.2 - 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.

3.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

3.4 - 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.

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

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

#### **4. 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.

#### **5. 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.

#### **6. 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.

#### **7. 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 subcontract 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

