



6870 Race Track Rd Bowie, MD 20715
www.nceephoto.com
301.684.8872

This agreement is between NCeePhotography (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 scheduled time and place. PHOTOGRAPHER agrees to provide no fewer than the amount of photos listed in CLIENT’s package. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary and CLIENT understands and agrees to photographer’s creative control in the photo selection and editing process. CLIENT is delivered final photo products digitally to the e-mail address registered on the booking website.

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 for the photography services upon signing this contract. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the deposit will not be returned to CLIENT. If another shoot is scheduled after a cancellation, another deposit is required.

The balance of the payment for photography services must be paid in full **no later** than 24 hours BEFORE the shoot. If booked for a photo package, CLIENT agrees that the package must be paid for, in full, as agreed or CLIENT will not be able to book future sessions and possible legal action will occur.

3. Work Product PHOTOGRAPHER will deliver photos to CLIENT no more than 2-3 weeks after the date of the SHOOT. CLIENT understands and agrees that photos are the exclusive property of PHOTOGRAPHER and CLIENT has no copyrights to these photos except for a license to print them. All photos delivered to CLIENT are licensed for CLIENT’S personal use only.

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.

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.



6870 Race Track Rd Bowie, MD 20715
www.nceephoto.com
301.684.8872

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.

CLIENT shall assist and cooperate with Photographer in obtaining desired photographs. Photographer shall not be responsible for photographs not taken as a result of CLIENT's failure to provide reasonable assistance or cooperation. CLIENT will be respectful to Photographer and all parties being photographed. Photographer has the right to end the session, without refund, if there is lack of cooperation or respect.

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 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



6870 Race Track Rd Bowie, MD 20715
www.nceephoto.com
301.684.8872

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. Photographer is not held liable for complications out of their control including, but not limited to, poor lighting (when on location), time constraints, wardrobe malfunctions, weather related issues, or illnesses that may occur. Because of this reason, shoots are able to be rescheduled in the unlikely event of weather and illness related issues.

11. The Client may cancel this contract at any time by giving written notice to the Photographer/s but in doing so shall forfeit any monies paid and be responsible for the balance of the packaged booked.. All cancellations must be in writing (e-mail fulfills this obligation). If the photographer scheduled is unable to shoot the session, there will be a photographer of equal talent that will cover said shoot. Should there be no photographer and the session is completely cancelled all monies will be refunded. Money will not be refunded due to illnesses beyond the photographer's control and will be rescheduled in the unlikely event. Sessions cannot be rescheduled more than once. After the first reschedule, if the appointment is not kept, a new date and deposit will be made.

12. In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the photographer's home state, any legal fees incurred by the photographer as a result of a client prosecution will be paid by the client.

The agreement constitutes the entire agreements between the parties. Any modification of this agreement must be in writing and signed by both parties. If any provision of this agreement is declared invalid, then the remainder of the agreement will remain in force and effect. This agreement is governed by the laws of the State of Maryland.

CLIENT Signature: _____

Printed Name: _____

Address: _____

Date: _____