

# PHOTOGRAPHY SERVICES AGREEMENT

Location: \_\_\_\_\_ Contract Number: \_\_\_\_\_

## Photographer Information:

Full Name / Business Name: \_\_\_\_\_

Business Number / Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name / Business Name: \_\_\_\_\_

Business Number / Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Services to be Provided:

Photographer agrees to provide professional photography services as detailed in this Agreement including, but not limited to, photo shoots, editing, and delivery of final images in agreed formats. The services shall be provided at the locations and times mutually agreed upon by Photographer and Client.

## Fees and Payment Terms:

Total Fee: \_\_\_\_\_ CAD

Deposit Amount (if any): \_\_\_\_\_ CAD

Payment Schedule and Method: \_\_\_\_\_

## Clause 1 – Scope of Services

Photographer shall perform the services with professional skill and care, using equipment and techniques standard in the photography industry. Client acknowledges that delivery timelines are estimates and subject to change.

## Clause 2 – Copyright and Usage Rights

Photographer retains all copyright and intellectual property rights to all photographs produced under this Agreement. Client is granted a limited, non-exclusive license to use the photographs for personal or commercial purposes as specified herein. Reproduction, resale, or distribution beyond these terms requires prior written consent from Photographer.

## Clause 3 – Delivery of Photographs

Photographer agrees to deliver final edited photographs to Client in the agreed formats via agreed delivery method within the timeframe stated in this Agreement. Client acknowledges that any additional requests for edits or versions may be subject to additional fees.

## Clause 4 – Client Obligations

Client shall cooperate with Photographer to enable performance of services, including providing access to locations, necessary permissions, and timely feedback. Client assumes responsibility for obtaining any required permissions for

photography at specified locations.

**Clause 5 – Cancellation and Rescheduling**

Either party may cancel or reschedule the services upon reasonable notice. Deposits paid are non-refundable but may be applied to rescheduled services agreed upon by both parties. Photographer reserves the right to cancel or reschedule due to unforeseen circumstances, providing Client with prompt notification and alternative arrangements.

**Clause 6 – Liability and Indemnification**

Photographer is not liable for any indirect, incidental, or consequential damages arising out of the services. Client agrees to indemnify and hold harmless Photographer from any claims, damages, or expenses arising from Client's breach of this Agreement or misuse of photographs.

**Clause 7 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, government restrictions, natural disasters, or strikes.

**Clause 8 – Confidentiality**

Both parties agree to maintain confidentiality of any proprietary or sensitive information exchanged in connection with this Agreement, except as required by law.

**Clause 9 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable provincial or territorial jurisdiction. The parties consent to the exclusive jurisdiction of the courts of that jurisdiction for any disputes arising under this Agreement.

**Clause 10 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements, whether written or oral. No modification shall be binding unless in writing and signed by both parties.

**Clause 11 – Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**Clause 12 – Signatures**

This Agreement may be executed in counterparts and may be signed electronically or by PDF. Each signed counterpart shall be deemed an original and all counterparts together constitute one instrument.

**PHOTOGRAPHER'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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