Commercial Photography Agreement

For brand, product, advertising and editorial work. Includes usage, exclusivity and work-for-hire options.

This agreement is made on [date] between the photographer and the client named below (together, the parties).

1. Parties

Photographer / business name: _____

Photographer address: _____

Photographer email and phone: _____

Client name(s): _____

Client address: _____

Client email and phone: _____

2. Scope of services

Project / campaign name: _____

Shoot date(s): _____

Location(s): _____

Shot list or brief reference: _____

Client contact on set: _____

The photographer will provide photography services as described above. Any services not listed here are outside this agreement and will be quoted separately.

3. Deliverables and turnaround

Number of edited images (approximate): _____

Delivery method (online gallery / download link / USB): _____

Delivery within (days or weeks after the session): _____

Prints, albums or other products: _____

The photographer selects and edits images using their professional judgment. Unedited (RAW) files are not included unless listed above.

4. Fees, retainer and payment schedule

Total fee: _____

Non-refundable retainer (due on signing): _____

Balance due date:

Accepted payment methods:

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The date is not reserved until this agreement is signed and the retainer is received. The retainer is non-refundable because it compensates the photographer for reserving the date and turning away other work.

5. Late payments

Balances not paid by the due date incur a late fee of [amount or %], where permitted by law. The photographer may withhold delivery until the balance is paid in full.

6. Cancellation and rescheduling

- Client cancellation: the retainer is kept. If the client cancels within [N] days of the session, [percentage]% of the remaining balance is also due.
- Rescheduling: the client may reschedule once, at least [N] days in advance, subject to availability. Further changes are treated as a cancellation.
- Photographer cancellation: if the photographer must cancel for reasons other than those in clause 11, all payments received are refunded and the photographer will try to recommend a replacement.

7. Copyright and image ownership

The photographer owns the copyright in all images created under this agreement. Nothing in this agreement transfers copyright unless a separate written work-for-hire or assignment clause is signed by both parties.

8. Client license and usage rights

On full payment, the client receives a [personal / commercial] license to use the delivered images as follows: [describe permitted uses, territory and duration]. The client may not sell, sublicense or enter the images in contests, or materially edit them, without written permission.

9. Model release and portfolio use

- ☐ The client grants the photographer permission to use images from this session in the photographer's portfolio, website, social media and marketing.
- ☐ The client does not grant portfolio or marketing use. Images will stay private.

10. Limitation of liability

If the photographer cannot deliver images because of equipment failure, file corruption or other circumstances beyond their reasonable control, the photographer's total liability is limited to a refund of the fees paid under this agreement. The photographer is not responsible for missed shots caused by the client, guests, venue rules or lighting conditions.

11. Force majeure

Neither party is liable for failure to perform because of events outside their control, including severe weather, serious illness, natural disaster, venue closure or government orders. The parties will first try to reschedule; if that is not possible within [N] months, payments other than the retainer will be refunded.

12. Independent contractor, governing law and signatures

The photographer is an independent contractor, not an employee of the client. This agreement is governed by the laws of [state / country]. Disputes will first go to good-faith negotiation, then [mediation / small claims /

the courts of a named county]. This is the entire agreement between the parties and can only be changed in writing. Electronic signatures are valid.

13. Commercial usage and production terms

Media channels (e.g. web, social, print, out-of-home, broadcast):

Territory: _____

License term: _____

Exclusivity period (if any): _____

Usage fee (separate from creative fee): _____

- ☐ Standard license: photographer keeps copyright and licenses the images for the uses above.
- ☐ Work-for-hire / full copyright transfer: for an additional fee of [amount], copyright transfers to the client on full payment.
- Credit line: 'Photo: [name]' where the medium allows, unless agreed otherwise.
- Expenses (props, location fees, talent, retouching beyond [N] images, travel) are billed at cost plus [N]% with receipts.
- Talent and property releases: [photographer / client] is responsible for obtaining them.
- Approvals: the client approves selects within [N] business days. Additional retouching rounds are billed at [rate].

Signatures

Client: signature and printed name	Date
Photographer: signature and printed name	Date

This template is provided by Photography Launchpad for general information only and is not legal advice. Contract law, deposit rules, late-fee limits and liability caps vary by state and country. Have a licensed attorney in your jurisdiction review it before you use it with clients.