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Why You Need A Photography Contract (And What to Include)

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Professional Photography is an attractive, albeit competitive profession for many. The technical and compositional skills required to succeed in the field can be self-taught and improved upon with on-the-job-training or under a mentor. Creative skill is harder to come by but does not require a college degree or elite residency to develop.¹

There are many genres of photography that you can specialize in, but whether you love shooting landscapes or action photography it is important to understand the value of

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OFFICIAL PHOTOGRAPHY CONTRACT

Service Contract



California



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Types of Photography Work That Need Contracts

Most types of photography work will need formal contracts. Each type will have its own unique details that need to be properly addressed in the final contract draft. These include photography services for:



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- modeling
- portraits
- product advertising
- real estate
- wedding services

Reasons for Using a Photography Contract

1. Client confidence: Clarifying a specific agreement in writing can create a heightened sense of security and trust in the client knowing that their end of the bargain is protected.⁶

2. Communication and expectations: A written contract establishes the exact expectations beholding to all parties involved in an agreement. It helps prevent any future miscommunications between parties, which can save both time and money for everyone involved.⁶

3. The law may require it: Depending on the contract type and jurisdiction of the event, local laws may require some kind of written documentation of the specific terms and agreements that are legally enforceable.⁶

4. Simplicity of proof: When the specifics of an agreement are clearly established in an executed written document, any disputes that arise between the parties will be easier to resolve because said parties have made an established commitment to the terms of the agreement.⁶

What Can Happen Without a Contract?

A photographer puts themselves at risk of a number of issues if they opt to forgo a written contract, including but not limited to copyright infringement, liability concerns, loss of pay and time, safety risks, and a tarnished reputation and relationships.

Details to Include

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- **Event Schedule:** It is important to specify the date, time, duration and location of the photoshoot and any meetings you may have with the client and/or third parties. It is also recommended to outline any policies or **consequences in regards to cancellations, postponement/rescheduling, no-shows, and tardiness.**
- **Attendance:** If “the Client” is not the direct subject of the photoshoot, this clause would require that either the client or a formal representative of the client be present at the shoot.²
- **Payment Schedule:** It is crucial to outline a clear and detailed payment schedule. Include a breakdown of your fee that includes archiving, assistant fees, labor, personal equipment usage, permits, rentals, pre-and post-production costs, third-party contractor fees, and any other expenses incurred by the photographer on behalf of the client. Also establish the consequences for late payments.⁴
- **Venue:** Establish any general venue or location limitations you may have, as well as which party is expected to secure permits that may be necessary to use the desired venue(s).²
- **Safety and Security:** It would be wise to include a clause that you, “the Company”, have the right to terminate the agreement, effective immediately, if you experience any hostile, inappropriate, offensive, or threatening behavior from the client or any third party at the location of the photoshoot. For example, this would include a situation where the photographer is being harassed by guests at an event they have been hired to shoot.²
- **Release of Liability or Responsibility:** This releases you from all liability and responsibilities when instances that are out of your control arise to prevent you from completing the services according to the schedule established in the contract.²
- **Third-Party Contractors:** This clause establishes which party is responsible for securing and compensating any third party contractors necessary to perform the services outlined in the agreement. Third-party contractors may include hair and make-up stylists, photography assistants, prop managers, etc.⁵
- **Capture and Delivery:** It is important to specify the number and type of files that will be transferred to the client, as well as the date by which they can expect to

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issue exclusive (client is only party with usage rights) or non-exclusive (company can offer usage rights to third parties) rights to the client for usage of the images for a specific term period. This clause should also outline the platforms on which the client can use the images. These can include advertising, billboards, product licensing, and social media profiles, among others. Many photographers choose to use an entirely separate Usage Agreement that they present to the client after the photos have been completed and delivered, and the client has paid for services in full.^{2,3}

- **Signature Field:** It may seem like a minuscule detail, but it is crucial that the signature field is accurate. Include the full name, title, and organization of each signatory under their signature line, as well as lines to print their names and fill in the signature dates.²
- **Change of Terms:** If any terms of the agreement change after the contract has been executed, an amendment will need to be drawn up and executed by all parties involved.²

Additional Precautions

- **Register Your Photos:** One of the most beneficial ways to ensure proper usage of your work is to register all of your photographs with copyright.gov. Unregistered photos can only claim actual damages in a court of law, while registered photos can claim both actual and statutory damages of up to \$150,000 per image plus attorney's fees.⁷
- **Watermark:** Watermarking is beneficial because it strengthens any future infringement suits you may encounter and provides return marketing whenever your clients use a watermarked image within the terms of their usage agreements.⁷

More Helpful Forms

- [Location Release of Liability Form](#)
- [Model Photo Copyright Release Form](#)
- [Photo Consent Form](#)

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- [Photography Invoice Template](#)
- [Photography Payment Plan Agreement](#)

Video: How to Make a Photography Contract

Sources

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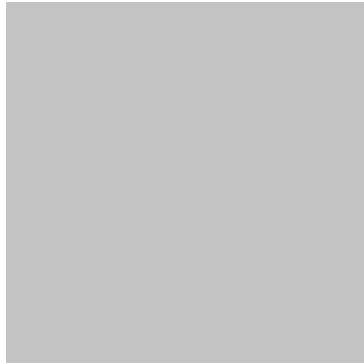
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