



Photography by Randolph
M Large
3175 Richards Avenue St
Stockton City, California
95204
www.example.com
info@example.com

CONTRACT FOR PHOTOGRAPHY SERVICES & MODEL RELEASE

Model Name	Phone Number
Vestibulum a	(804) 3159463
Client Address	E-mail
0 Troy Way Richmond, Virgini, 23242	devphil@ecample.com

This Contract for Photography Services and Model Release (this "Agreement") is made between the above-referenced Client and Company Name and Randolph M Large(collectively, the "Photographer") relating to photography services provided by Photographer. Upon execution of this Agreement described below, Photographer agrees to provide photography services for the Client according to the Photography Session provided to the Client (the "Photography Session") at NO session fee.

1. Terms & Conditions

A. Retainer. Does not apply to Model Call Sessions

Upon booking, a non-refundable deposit of \$00 (the Session Deposit) is due. The Session Deposit secures the Photography Session date and time, as well as the Photography Session pricing, as of the date of the deposit. The Session Deposit will be applied to the Photography Package price. Other images and products are sold separately. If the Client fails to make the required deposit, prices are subject to change at the Photographer's discretion and the Photography Session date and time will not be secured.

B. Cancellation. Does not apply to Model Call Sessions

The decision to re-schedule the Photography Session is left to the sole discretion of the Photographer. In the event the Client cancels the Photography Session with less than forty-eight (48) hours' notice, Photographer will retain the non-refundable deposit of \$00. Photographer reserves the right to cancel the Photography Session due to unforeseen circumstances including, but not limited to: inclement weather, illness, emergency, or any other conditions which the Photographer deems may adversely affect the quality of the Photography Session. In the event Photographer cancels the scheduled session, the \$00 will be applied to a re-scheduled session that is agreed-upon by the parties.

C. Location of Session and Session Time

The Photography Session will take place at the location and time agreed upon by the parties. Additional charges for travel time and travel-related expenses may be required in addition to package pricing. The assessment of such additional charges will be as agreed-upon by the parties in writing prior to the Photography Session. Client agrees that if he or she is late to a session, such time will be deducted from the time allotted for the Photography Session. If the Client is late by more than fifteen (15) minutes, the Photographer may cancel or reschedule the session at the

2. Limitation of Liability Related to Non-Completion of Agreement

In the unlikely event Photographer is unable to fulfill this Agreement due to injury, illness, acts of God, or for any other reason beyond the reasonable control of Photographer, the Client's sole and exclusive remedy is the return of any payments made by the Client pursuant to this Agreement. This includes the loss of images that is beyond the control of the Photographer, including, but not limited to: fire, theft, or malfunction of equipment.

3. Release from Liability Related to Photography Session

Client acknowledges that modeling can, in some circumstances, be dangerous. The Client acknowledges that the Client and any minor children of the Client are not obligated to perform any act the Client deems dangerous or otherwise inappropriate. The Client agrees to let the Photographer know if the Client does not wish the Client or the Client's minor children to perform or participate in any act, including, but not limited to: the use of props or positioning in certain poses requested by the Photographer. While all reasonable precautions will be made to ensure the safety of any photography model, Client acknowledges that accidents may occur. Client hereby agrees to indemnify and hold harmless the Photographer (including the Photographer's employees, agents, or business associates), from any injuries, damages, or other losses that may occur directly or indirectly as a result the Photography Session.

4. Model Release and Copyright

The Client agrees that he or she has the authority to agree to the use of the likeness of all individuals to be photographed during the Photography Session. Client agrees and assigns the Photographer the irrevocable and unrestricted right to alter, use and publish all images taken during the Photography Session for advertising, display, publication, and all other marketing and/or educational purposes. The Client agrees to release all claims or right to any profit that may be generated for the use and publication of the same. The Client further agrees to indemnify and defend the Photographer for all claims, demands, or lawsuits made in relation to the Photographer's use of the images as contemplated by this paragraph. The Photographer retains the exclusive copyright protection for all images taken during the Photography Session. The Client may not, without the express written permission of the Photographer, use the images taken during the Photography Session for professional display, profit, or other commercial endeavors. All images displayed on Photographer's websites are subject to the protections of this paragraph. For all purchased images, the Photographer grants the Client permission to share the purchased images with family, friends, and on social networking websites so long as the images remain unaltered and textual credit as provided by the Photographer.

5. Agreement Modification

This Agreement is the entire agreement between the Client and Photographer and may only be modified as set forth in the foregoing paragraphs, in writing, and as agreed-upon by the parties. This Agreement supersedes all prior agreements between the parties. If one or more paragraphs are found to be unenforceable or invalid, the remaining paragraphs shall remain in effect and are enforceable. Any waiver the foregoing paragraphs as agreed-upon by the parties does not alter the enforceability of the remaining paragraphs.

Signature

John