

# PHOTOGRAPHY SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Client Information:

Full Name: \_\_\_\_\_

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

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

## Photographer Information:

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

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

ABN (if applicable): \_\_\_\_\_

## Services:

Description of Services: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Date(s) of Services: \_\_\_\_\_

## Fees and Payment:

Total Fee: \_\_\_\_\_ AUD

Deposit Amount: \_\_\_\_\_ AUD

Balance Due: \_\_\_\_\_ AUD

Payment Method: \_\_\_\_\_

## Delivery of Photographs and Copyright:

Photographs will be delivered in digital format via: \_\_\_\_\_

Delivery Timeline: \_\_\_\_\_

Copyright Ownership: \_\_\_\_\_

## Clause 1 – Agreement to Provide Services

The Photographer agrees to provide the photography services described above to the Client in accordance with the terms of this Agreement. The Client agrees to pay the fees specified herein.

## Clause 2 – Deposit and Payment

The Client shall pay the deposit amount as specified. This deposit is non-refundable except as set forth in this Agreement. The balance of the fees is due upon delivery of the photographs.

## Clause 3 – Cancellation and Rescheduling

Either party may cancel or reschedule the services by providing written notice to the other party. If the Client cancels less than 7 days prior to the scheduled service date, the deposit shall be forfeited.

## Clause 4 – Delivery of Photographs

Photographs will be delivered in the agreed format and within the timeline specified. The Photographer is not responsible for delays caused by factors beyond their control.

**Clause 5 – Copyright and Usage Rights**

Copyright of all photographs remains with the Photographer. The Client is granted a non-exclusive license to use the photographs for personal, non-commercial purposes only, unless otherwise agreed in writing.

**Clause 6 – Client Responsibilities**

The Client will provide access to the location(s) where the services are to be performed and cooperate reasonably with the Photographer to facilitate the provision of services.

**Clause 7 – Limitation of Liability**

The Photographer's liability for any claim arising out of this Agreement shall be limited to the amount of fees paid by the Client. The Photographer is not liable for indirect or consequential damages.

**Clause 8 – Indemnification**

The Client agrees to indemnify and hold harmless the Photographer from any claims, damages, or liabilities arising from the Client's breach of this Agreement or use of the photographs.

**Clause 9 – Confidentiality**

Both parties agree to keep confidential any sensitive information obtained during the course of this Agreement, unless disclosure is required by law.

**Clause 10 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

**Clause 12 – Amendments**

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

**Clause 13 – Force Majeure**

Neither party shall be liable for failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, or government actions.

**Clause 14 – Dispute Resolution**

In the event of a dispute, the parties agree to attempt mediation prior to seeking legal remedies.

**Clause 15 – Severability**

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

**Clause 16 – Signatures and Counterparts**

This Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together constitute one agreement.

**CLIENT'S SIGNATURE**

**PHOTOGRAPHER'S SIGNATURE**

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

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

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