

Photography Contract Checklist

A clear and thorough contract will ensure that you stand the best chance at avoiding problems with your clients. Take the following steps and use the following checklist as a guide when writing your own contracts.

Identify the parties

- Client information, including name, address, and relevant contact information
- Photographer's business information

Detail the scope

- The purpose of the contract (e.g., wedding, engagement, portrait session)
- Start and end dates of the contract
- Event location, time, and date
- Number of hours on the day(s) of the shoot
- Other time dedicated to the client (e.g., consultation, meetings, etc.)
- Editing time

Outline roles and responsibilities

- Services the photographer will provide
- Additional staff or team members
- Expectations and obligations of the client

List costs and expenses

- Photographer rate/project costs
- Applicable taxes
- Retainer fees or required deposits (refundable or non-refundable)
- Extra fees (e.g., travel, permits, etc.)
- Payment due date (30-60 days of the invoice date, or delivery of final proofs, is common)
- Refund policy (partial or full return of deposit)
- Cancellation policy, including how much the client owes, the last date to cancel, and whether client can use retainer for future event

Describe who owns the work and how it may be used

- Intellectual property assignment, including who owns the work and when
- Reproduction rights, including negatives
- Transfer of rights from photographer to client (e.g., rights transfer upon full payment)
- Permissible use of photos
- Editing post-production rights (i.e., is the client allowed to edit the photos)

Limit your liability

- Force Majeure clause (i.e., inability to perform services due to things beyond the photographer's control, such as injury, illness, act of God, or digital files getting lost)
- Confidentiality clause (e.g., parties agree to keep the details of the project confidential)

Add the odds and ends

- Jurisdiction if a problem arises (typically the state of residence)
- Changes to the contract (e.g., changes will be made in writing and signed by both parties)
- Right to counsel (e.g., client has right to seek counsel to understand the contract)

Remember COVID-19

- Amended Force Majeure clause that includes COVID-specific language
- Safe working conditions clause (e.g., photographer is relieved from duties if conditions are unsafe and not held liable if they are the source of the exposure)