

# Photography Services Agreement

This Photography Services Agreement ("Agreement") is entered into by and between **Jonah Hale Photography** ("Photographer") and the individual or entity booking photography services ("Client"). This Agreement is intended to reflect industry-standard terms used by professional photography studios operating in New York City and is governed by the laws of the State of New York.

**By booking a photography session, executing a booking agreement, or submitting any payment, Client expressly agrees to be bound by all terms of this Agreement.**

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## 1. Scope of Services

Photographer shall provide professional photography services as agreed upon at the time of booking ("Services"). Session details, deliverables, usage scope, fees, and timelines may be outlined via written confirmation, invoice, email, or booking platform and are hereby incorporated by reference.

Photographer retains sole discretion over the manner, method, and artistic execution of the Services.

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## 2. Fees, Booking & Payment

All fees are due as stated at the time of booking. Sessions are not confirmed until payment is received. Unless expressly stated otherwise in writing, all payments are **non-refundable**.

Client's failure to remit payment constitutes cancellation and releases Photographer from any obligation to perform Services.

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## 3. Copyright & Intellectual Property

All photographs, images, negatives, RAW files, proofs, and derivatives thereof (collectively, the "Images") are the **exclusive intellectual property of Photographer** and are protected under United States Copyright Law (17 U.S.C. §101 et seq.).

**No copyright, ownership, or authorship rights are transferred to Client.** Photographer retains all rights not expressly licensed herein.

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## 4. Client License – Final Edited Images Only

Upon receipt of full payment, Photographer grants Client a **limited, non-exclusive, non-transferable, non-sublicensable license** to use the final edited images expressly delivered by Photographer ("Deliverables") solely for:

- Personal use
- Portfolio use
- Self-promotional use (including websites and social media)

This license **excludes**:

- Commercial advertising or paid media
- Third-party use, agency use, or publication
- Sale, resale, or redistribution
- Cropping, re-editing, filtering, or altering the Deliverables

Any expanded or commercial usage requires a separate written license agreement and additional fees.

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## 5. No Release of Unedited Images

Client acknowledges and agrees that:

- RAW files, proofs, and unedited images constitute unfinished work
- Photographer's post-production process is an integral and proprietary component of the final Images
- Client has **no right or license** to receive, access, or use unedited images under any circumstances

Photographer's refusal to release unedited materials shall not be deemed a breach of this Agreement.

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## 6. Model Release & Usage by Photographer

Client hereby grants Photographer an irrevocable, perpetual, worldwide, royalty-free right to use, reproduce, publish, display, and distribute the Images for Photographer's:

- Portfolio and self-promotion
- Website and social media
- Marketing, publicity, and branding
- Editorial and exhibition use

Client waives any right to inspect or approve the finished Images or their use and releases Photographer from all claims relating to likeness, privacy, or publicity.

If Client is booking on behalf of another individual, Client represents that they have obtained all necessary permissions and releases.

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## 7. Client Representations & Responsibilities

Client represents that they have the authority to enter into this Agreement and agrees to:

- Arrive on time and prepared
- Secure all required location permissions
- Obtain releases from any third parties depicted

Photographer shall not be responsible for compromised results due to Client delays, restrictions, or interference.

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## 8. Artistic Discretion & Image Selection

Client acknowledges that photography is subjective and agrees that Photographer retains sole and final discretion regarding:

- Image selection
- Editing and retouching
- Lighting, composition, and posing

No refunds shall be issued based on aesthetic preference or artistic interpretation.

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## 9. Limitation of Liability

To the fullest extent permitted by New York law, Photographer's total liability for any claim arising under this Agreement shall be limited to the amount paid by Client.

Photographer shall not be liable for indirect, incidental, special, or consequential damages. In the event of illness, equipment failure, or force majeure, Photographer's sole obligation shall be a refund of amounts received.

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## 10. Indemnification

Client agrees to indemnify, defend, and hold harmless Photographer from any claims, damages, losses, or expenses (including attorneys' fees) arising from:

- Client's use or misuse of the Images
- Breach of this Agreement
- Failure to obtain required permissions or releases

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## **11. Cancellation & Rescheduling**

Cancellation and rescheduling policies are as stated at booking. Photographer reserves the right to reschedule due to circumstances beyond reasonable control.

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## **12. Governing Law & Venue**

This Agreement shall be governed by the laws of the State of New York. Venue for any dispute shall lie exclusively in the state or federal courts located within New York State.

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## **13. Severability**

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

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## **14. Entire Agreement & Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings. No amendment shall be valid unless made in writing and signed by Photographer.

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## **15. Binding Acceptance**

**Client acknowledges that booking a session and/or submitting payment constitutes full acceptance of this Agreement and creates a binding legal contract under New York law.**

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