



SAMPLE CORPORATE EVENT PHOTOGRAPHY CONTRACT

This Agreement is made this ____ day of _____, 20____ between _____ *(photographer name)* of _____ *(studio name)* in _____, _____ and _____ *(company name)*.

This Agreement is for the following length of time: _____ *(i.e. 2014 Corporate Retreat)*.

The Corporation and the Photographer hereby agree to the following terms:

- For the duration of this agreement, the Photographer shall have the exclusive right to photograph participants and events. This exclusive right includes, but is not limited to, the creation, offering for sale and distribution of photographs of Corporation events and group or individual portraits of attendees participating in the event. The Corporation shall take all reasonable steps to ensure this exclusivity.
- The Corporation agrees to obtain model releases from each attendee which will indemnify the photographer and the studio from claims arising out of the performance of this agreement.
- The Photographer agrees to provide the Corporation with photographs of corporate events, and/or group or individual portraits of attendees participating in the event within _____ days of the events completion unless stated otherwise.
- The Photographer agrees to provide the following limited copyright (or state this as a use) license to the Corporation for photographs of the corporate event and group or individual portraits of attendees participating in the event. (If the copyright is being transferred this can be expressed as – The photographer agrees to transfer the copyrights of images as described below to the Corporation) :

1. The image(s) subject to this agreement are as follows:

2. Use of the above mentioned images are limited to the following:

3. All rights granted by the Photographer shall expire on:

The Photographer and the Corporation agree to the following licensing terms:

1. The Photographer retains all rights to each image. The Photographer also retains all rights not expressed in the agreement including advertising rights.

2. The Corporation agrees to give the Photographer proper photo credit on each reprint as follows:

3. The Corporation may not transfer this license (or may not transfer the copyrights) to other parties without written permission from the Photographer.

4. The Corporation agrees that altering images is prohibited without receiving written permission from the Photographer except for alterations stated below.

5. This agreement is:

_____ **Exclusive:** The Photographer shall not enter into an agreement with the aforementioned images throughout the duration of this contract.

_____ **Non-exclusive:** The Photographer may assign additional licenses to other parties during the contract.

- The Corporation agrees to provide the Photographer's contact information to all persons requesting reprint permission of photographs created for the Corporation as follows:

- The Corporation shall arrange group and individual photographs with each attendee and provide the photographer with the schedule. The Photographer will send confirmation via writing to _____.
- The Corporation is responsible for providing event schedules to the Photographer _____ days prior to the start of the event.
- The Corporation shall designate an area at each event for the Photographer to display, sell, and/or promote photographs created for Corporation events. The Corporation shall provide the following:
 - The area shall have convenient access to electricity.
 - _____
 - _____
 - _____
 - _____

- The Corporation agrees to provide the photographer within a reasonable time for notice of any cancellation of a Corporation event.

Payment: The Corporation agrees to pay the photographer a total of \$_____ for photographic services and images from the event. Payment to be made upon delivery of images unless otherwise stipulated in advance.

The Corporation agrees to pay the photographer a total of \$_____ for the copyrights (or license) to the images described above. Payment is due upon delivery of the files and the transfer of copyrights (or license) is not complete until payment is received in full.

If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials or files are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

In witness thereof, the parties execute this agreement.

PHOTOGRAPHER

Signature _____
Photographer _____
Studio Name _____
Address _____

City _____ State _____
Zip _____
Phone _____

ORGANIZER

Signature _____
Organizer Name _____
Company Name _____
Address _____

City _____ State _____
Zip _____
Phone _____

WITNESS

Signature _____ Date _____

This document is provided to members of Professional Photographers of America as a template. PPA strongly recommends that photographers contact local legal counsel to determine the enforceability of any contract.