

Photography Contract

This contract is made on [DATE] between [PHOTOGRAPHER OR STUDIO NAME] ("Photographer") and [CLIENT NAME OR NAMES] ("Client").

1. The shoot

Session type: [WEDDING / PORTRAIT / EVENT / BRAND]. Date: [DATE]. Coverage: [START TIME] to [END TIME], [NUMBER] hours. Location: [VENUE OR ADDRESS]. Extra time is [\$ AMOUNT] per hour if Photographer is available.

2. What Client gets

[NUMBER OR RANGE] edited digital images in an online gallery, delivered within [NUMBER] weeks after the shoot, plus [PRINTS, ALBUM OR OTHER PRODUCTS, IF ANY]. Photographer chooses and edits the images in Photographer's own style. Raw, unedited files are not included.

3. Fee and retainer

Total fee: [\$ AMOUNT]. Client pays a retainer of [\$ AMOUNT] when signing. It holds the date, counts toward the total, and is not refunded if Client cancels (section 4). The balance of [\$ AMOUNT] is due [NUMBER] days before the shoot.

4. Cancelling or moving the date

If Client cancels, Photographer keeps the retainer and refunds any other payments [OR: keeps all payments if Client cancels within NUMBER days of the shoot]. Client can move the date once with at least [NUMBER] days' notice if Photographer is free on the new date, and the retainer moves with it.

5. If Photographer can't be there

If illness, injury or an emergency stops Photographer from attending, Photographer will try to send a qualified replacement. If Client does not accept the replacement, or none is available, Photographer refunds every payment, including the retainer.

6. Client's part

At least [NUMBER] days before the shoot, Client shares the schedule, a list of must-have shots and a contact person for the day. Client gets any venue permissions. Photographer is not responsible for shots missed because of venue rules, a late schedule or guests in the way.

7. Copyright and use

Photographer owns the copyright in all images. Client gets a personal-use license to print, share and post the delivered images. Client will not sell the images, enter them in contests or license them for commercial use without Photographer's written permission. [FOR BRAND OR BUSINESS SHOOTS: Client may also use the images for COMMERCIAL USES, FOR EXAMPLE WEBSITE AND ADS, for NUMBER years.]

8. Portfolio use

Photographer can use the images in a portfolio, website, social media and marketing. Client can opt out by checking this box: ☐ Do not use my images for marketing.

9. Files and limit of liability

Photographer keeps backup copies for [NUMBER] months after delivery. If images are lost or damaged before delivery, or the shoot cannot happen for reasons in section 5, Photographer's total liability is a refund of the fees Client paid.

10. Entire agreement and governing law

The laws of the State of [STATE] govern this contract. This document is the whole contract between the parties and replaces any earlier understanding. Changes must be in writing and approved by both parties. If a court finds any part unenforceable, the rest stays in effect. The parties agree to sign electronically, and an electronic signature counts the same as a handwritten one.

Client

Signature

Printed name

Date

Second client, if any

Signature

Printed name

Date

Photographer

Signature

Printed name

Date

Template from EsigIt (esigit.com), October 2026. A starting point, not legal advice. State laws differ on non-refundable retainers and limits of liability. Have a lawyer in your state review it before you rely on it.