

COMMERCIAL PHOTOGRAPHY [AGREEMENT]

Project scope, payment, delivery, copyright, licensing, and image usage.

PROJECT DETAILS

CLIENT / COMPANY

EMAIL

PROJECT

SHOOT DATE

LOCATION

PROJECT FEE

BOOKING RETAINER

TARGET DELIVERY

This agreement becomes effective when signed by both parties.

01 Services & Scope

Jose Perez will provide the photography services described in the approved estimate, proposal, email confirmation, or project notes. Any material change to the number of products, images, locations, talent, shoot hours, styling requirements, or intended usage may require a revised estimate.

02 Booking & Payment

A booking retainer of 30% of the project fee is due to reserve the agreed shoot date unless a different amount is stated in writing. The remaining balance is due before delivery of the final high-resolution files. Final files and usage rights are not released until the account is paid in full.

03 Rescheduling & Cancellation

The client may request one reschedule without an additional fee when at least 48 hours' notice is provided, subject to availability. If the client cancels the project, the booking retainer is non-refundable because the date and preparation time were reserved for the project. Additional production costs already incurred for the client remain payable.

04 Client Responsibilities

The client will provide accurate project information, products, brand assets, access, approvals, and any special requirements in time for the shoot. Unless specifically included in the scope, the client is responsible for obtaining permission to photograph client-provided locations, people, trademarks, artwork, or other protected material.

05 Creative Direction

The client is encouraged to share references, goals, and preferences. Jose retains professional discretion over lighting, composition, camera technique, and editing decisions while working toward the agreed visual direction. A reference image is treated as inspiration, not a promise of an identical result.

06 Deliverables & Turnaround

The final deliverables will match the quantity and file type agreed for the project. Unless otherwise stated, typical delivery is 7-14 business days after the shoot or final image selection. Raw camera files and unedited captures are not included unless separately agreed in writing.

07 Retouching & Revisions

Standard color correction and retouching appropriate to the agreed scope are included. Reasonable correction requests that remain within the original brief should be submitted within 7 days of delivery. Significant compositing, product changes, additional image selections, or revisions outside the original scope may be billed separately.

08 Copyright & Client License

Jose Perez retains copyright to the photographs. After full payment, the client receives a non-exclusive license for the uses stated in the estimate or project agreement. If no broader use is stated, the default license covers the client's own website, organic social media, internal presentations, and normal business communications. The client may not sell, sublicense, transfer, or provide the images to third parties for independent use.

09 Advertising, Packaging & Extended Use

Paid advertising, packaging, billboards, resale, marketplace distribution, third-party campaigns, or other extended commercial use is not included unless stated in writing. These uses may require an additional licensing fee based on duration, territory, media, and campaign scope.

10 Portfolio Use

Unless the client requests confidentiality in writing before the shoot, Jose may display final photographs in his portfolio, website, social media, competitions, educational presentations, and self-promotional materials. Confidential or unreleased work will not be intentionally published before an agreed release date.

11 Image Selection & Archiving

When proofs or selections are part of the workflow, the client is responsible for choosing final images within the agreed timeframe. Jose will make reasonable efforts to retain delivered project files for at least 90 days after final delivery, but long-term archival storage is not guaranteed. The client should maintain its own backup of delivered files.

12 Force Majeure & Failure to Perform

Neither party is responsible for delay caused by events outside reasonable control, including severe weather, illness, venue closure, equipment failure, or other emergencies. If Jose cannot perform the project and a reasonable reschedule is not possible, payments received for unperformed photography services will be refunded. Liability will not exceed the amount paid under this agreement.

13 Usage Compliance

The client agrees to use the photographs only within the licensed scope and not to remove copyright information, materially alter the images in a misleading way, submit the final photographs to generative AI training systems, or authorize unlicensed third-party use without written permission.

14 Entire Agreement

This agreement, together with the approved estimate, invoice, proposal, or written project scope, represents the understanding between the parties. Changes must be agreed in writing. Electronic signatures and signed PDF copies may be treated as originals.

15 Governing Law

Unless the parties agree otherwise in writing, this agreement will be governed by the laws of the Commonwealth of Kentucky.

Acceptance

By signing below, both parties acknowledge that they have read and agree to the terms above.

Client name

Client signature

Jose Perez

Photographer signature

Client date

Photographer date