

PHOTOGRAPHER SERVICES AGREEMENT SUMMARY

1: PARTIES	CLIENT: PHOTOGRAPHER:		
2: SERVICES	The Photographer will provide the Client the following services:  Photography Date: Location: Description of Photographs:		
3: FEE	The Client will pay the Photographer the following Fee:  Total Fee: Non Refundable Deposit:  The Client will pay the Fee as follows:  Deposit: Balance and Expenses:  Cancellation Fee:		
4: EXPENSES	The Client will be responsible for payment of the following expenses incurred by the Photographer:		
5: LICENCE	The Photographer grants the Client a license to use the Photographs as described in Item 6 for the Term described in Item 7 and in the Territory described in Item 8.		
6: USES	The Client is permitted to use the Photographs for the specific use in the following manner(s):		
7: TERM	from the date of this agreement.		
8: TERRITORY			
9: CREDIT			
10: JURISDICTION			
11: ADDITIONAL INFORMATION			
	The Parties agree that the terms set forth above in the Photographer Services Agreement Summary and the attached Standard Terms and Conditions form a binding agreement between the Photographer and the Client. Signed as an Agreement by the parties: Signed for and on behalf of Signed for and on behalf of  Signature Signature  Print Name Print Name Date: Date:		

Approved by



# STANDARD TERMS AND CONDITIONS

The Photographer and the Client hereby acknowledge that the following Standard Terms and Conditions are incorporated in and make a part of the Agreement between the parties hereto.

## 1. DEFINITIONS

**Client** means the Client specified in Item 1 of the Summary.

**Expenses** means the expenses incurred by the Photographer and to be paid by the Client and set out in Item 4 of the Summary.

**Fee** means the total fee as specified in Item 3 of the Summary.

**GST** has the meaning defined in the A New Tax System (Goods and Services) Act 1999 (Cth).

**License** means the license granted by the Photographer to the Client for Uses of the Photographs as specified in Item 5 of the Summary.

**Photographs** means the finished photographs taken by the Photographer and as chosen by the Client and detailed in Item 2 of the Summary.

**Photographer** includes any employees, assistants, or any other parties engaged by the Photographer specified in Item 1 of the Summary to provide the Services.

**Services** means the services provided by the Photographer and set out in Item 2 of the Summary.

**Summary** means the Photographer Services Agreement Summary attached to this Agreement which forms part of this Agreement.

**Term** means the period set out in Item 7 of the Summary.

**Territory** means the territory set out in Item 8 of the Summary.

**Uses** means the permitted uses granted by the Photographer to the Client for use of the Photographs as set out in Item 6 of the Summary.

## 2. ENGAGEMENT AND SERVICES

2.1 The Agreement is between the Photographer and the Client. The Client wishes to engage the Photographer and the Photographer accepts the engagement to hereby:

- provide the Services to the Client;
- produce the Photographs; and
- upon full payment of the Fee and the Expenses, the Photographer will grant the Client the License on the terms set out in this Agreement.

## 3. PAYMENT AND FEES

3.1 The Client agrees to pay the Fee and Expenses (plus GST, if applicable) to the Photographer.

3.2 All amounts payable under this Agreement are exclusive of GST. If any amount payable under this Agreement is the consideration for a taxable supply under GST Law, then GST, calculated in accordance with the GST legislation, must be paid in addition to the amount specified in this Agreement at the same time and in the same manner as the Fee and Expenses. All stamp duties and governmental charges, if any, arising out of or incidental to this Agreement are the responsibility of and must be paid by the Client.

## 4. RIGHTS GRANTED

4.1 In consideration of the full payment of the Fee and Expenses by the Client, the Photographer grants the Client the License to use the agreed Photographs for the Use(s) during the Term throughout the Territory. The License granted is not effective until both Parties have signed this Agreement and the Client has paid the Fees and Expenses in full.

4.2 The Photographer asserts all moral rights attached to the Photographs, unless expressly provided for in Item 9 of the Summary, and the Client does NOT have the right to edit, change, add to, take from, alter or otherwise amend the Photographs without the prior written consent of the Photographer.

4.3 Notwithstanding the License granted under this Agreement, the Photographer reserves the right to use the Photographs during the Term in the Territory for the purposes of promoting and marketing the Photographer, including but not limited to displaying the Photographs in the Photographer's portfolio, on the Photographer's website and in galleries or in photography competitions. The Photographer expressly reserves all other rights subsisting in the Photographs not specifically granted in this Agreement.

4.4 In the event that the Client wishes to extend the Use, Territory or the Term of this Agreement, the Parties will negotiate a further use fee in good faith at the time.

## 5. INTELLECTUAL PROPERTY

5.1 The Photographer is the owner of the intellectual property created by the Photographer in the course of the Services, including but not limited to the Photographs, digital or electronic material, transparencies, negatives and prints relating to the Photographs.

5.2 The Photographer retains all rights and ownership in the Photographs and any negatives (or digital equivalent) from which the Photographs are derived. No interest in the negatives (and/or digital equivalent) is assigned or licensed to the Client by this Agreement, unless expressly specified in the Summary. Unless otherwise agreed in writing, the Photographer is not responsible for storing or archiving the Photographs.

## 6. PHOTOGRAPHER'S INTERPRETATION

6.1 The Parties agree and acknowledge that the details of the Services, Photographs and/or works the subject of this Agreement have been discussed by the Parties and are described in full in Item 2 of the Summary and/or any applicable attached brief. It is further acknowledged that in the event that the Client or the Client's representative is not present on the Photography Date(s) at the Location, then the Photographer's interpretation of the Services shall prevail.

## 7. WARRANTY AND INDEMNITY

7.1 The Client warrants to the Photographer that:

- it has the capacity and authority to enter into this Agreement;
- it has obtained the necessary clearances in relation to the subject matter to be photographed; and
- it will only use the Photographs in accordance with the License granted under this Agreement.

7.2 The Client agrees to indemnify the Photographer against any actual and direct loss, claim, injury or damage (including any reasonable legal costs or expenses properly incurred) by the Photographer as a direct result of breach by the Client of the above warranties.

## 8. CANCELLATION BY CLIENT

8.1 If the Client cancels the Agreement prior to the Cancellation Date as set out in Item 3 of the Summary, the Photographer reserves the right to charge the Cancellation Fee set out in Item 3 of the Summary. In the event that the Client cancels or postpones the Services after the Cancellation Date, the Photographer reserves the right to charge the Client the full Fee and Expenses.

## 9. TERMINATION

9.1 This Agreement may be terminated if:

- The Client fails to pay any part of the Fee or Expenses;
- The Client is declared bankrupt, enters into administration or into liquidation; or
- The Client is in breach of this Agreement and has failed to rectify the breach within 30 days after receiving notice from the Photographer of such breach.

9.2 Immediately upon termination:

- All rights in the Photograph/s and/or work(s) revert to the Photographer;
- The Client must return all physical property (including but not limited to the Photographs and any equipment); and
- All Fees and Expenses owed to the Photographer under this Agreement must be paid in full.

## 10. MISCELLANEOUS

10.1 This Agreement constitutes the entire understanding between the Parties, and may not be modified, amended, or otherwise altered unless agreed in writing between the parties.

10.2 If any provision of this Agreement is held to be invalid under the law, the validity of the whole shall not be affected. The remaining provisions will remain in full force and effect.

10.3 Each party must do all acts and execute all documents as necessary to give effect to this Agreement.

10.4 The Client must not assign or sub-license all or any of its rights in this Agreement without prior written consent of the Photographer.

10.5 This Agreement must be read and construed according to the laws of the state indicated in Item 10 of the Summary. The Parties submit to the jurisdiction of that state.

Approved by