

Photography Proposal

_____ [Photography Company] offers this estimate and proposal, custom tailored for _____ [Client], for _____ [type of work], which will primarily take place on _____ [Work Date] at the location: _____ [Premises].

In this document, the people, companies, and other elements stated above will sometimes be referred to by the exact titles in the brackets, such as "Photography Company".

Photography Contract

[☐] If the checkbox to the left is marked with a check, then this document is a legally binding contract, known as an Offer, as signed by the Photography Company, and may be accepted by the Client to create a duly executed Contract. The Offer will expire _____ [time], after the Offer is signed by the Photography Company, at which point all provisions of the Offer will become void.

Project description

The project consists generally of: _____

Including the following Project Defined Objectives:

<i>Location</i>	
<i>Time</i>	
<i>Stylists Required</i>	
<i>Quantity of Shots</i>	
<i>Retouching</i>	
<i>Requirements</i>	
<i>Deadlines</i>	
<i>Milestones</i>	
<i>Director</i>	
<i>Licensing Options</i>	

Licensing of Works

In Consideration for sums, benefits, and provisions stipulated within this agreement to be granted to the Contractor from the Client, the Contractor Agrees to Assign the following Rights to the Client, with respect to the Project Defined in this Agreement.

[] **FULL Assignment.** The Contractor Assigns all rights to the Client, including the Rights of Reproduction, Preparation of Derivative Works, Distribution, Public Performance, Public Display, and Digital Transmission of Recordings.

[] **Partial Assignment.** The Contractor Assigns to the Client the Rights of _____

And reserves the rights: _____

Deliverables

No	Item Name & Description	Price Ea.	Qty	Ext. Price	Tax
	Subtotal				
	Delivery Charges				
	Tax				
	TOTAL Deliverables				

Additional Services Fees

Including but not limited to: Stylist day rates, assistants, main photographer, equipment rental, postproduction daily rates, digital technicians, hair and makeup, props, location fees.

[illegible]

Presentation Options

Branded custom presentations, common template, web design package, book, express shipping options etc.

[illegible]

Miscellaneous terms. *If converted to a binding agreement, no provision of this contract will contradict governing law, and in the case of contradiction, the governing law will supersede any provision herein. The Governing Law of this Contract is _____. This contract will not cause any non-legal action on part of any of the parties, and in the case of non-legal actions' requirement by any provision of this contract, the provision may in part be considered void. If Acts of God prohibit the completion of any provision of this contract, Parties will not be held liable for any damages. Parties agree that they have read and understood this Contract in entirety, including applicable governing law, and are aware of their rights and privileges with respect to the concepts applied with this Contract. If disputes arise from this contract, Parties agree to first attempt to resolve the dispute through negotiation, then through mediation, then arbitration, before filing a suit against the other Party. If Parties file a suit before attempting negotiation, mediation, and arbitration, then the initiating party forfeits any attorney's fees, even if otherwise due by governing law, and agrees to pay attorney's fees for the defending party.*

Total Due

The Photography Company, _____, offers to cause the completion of the project defined objectives, deliverables, licensing options selected, additional services, and presentation options, in exchange for the total fees of _____. By placing the Signature below, Photography Company executes this document and all terms within as a legally binding offer, to remain in effect until the Expiration Date, or, if Accepted by the Client, until all elements of this Contract are fulfilled.

Signature of Photography Company's Representative

Full Name (Printed)

Date

Acceptance

The Client, _____, accepts the Offer above, and agrees to pay the sum of _____ in exchange for the Photography Company's stated covenants above. By placing Signature below, the Client affirms that the offer is still valid as defined by the Expiration Date, and that this Contract forms the only agreement between the Photography Company and the Client, superseding any other oral or written agreements, regarding the project defined herein.

Signature of Client's Representative

Full Name (Printed)

Date