



PROPOSAL KIT SAMPLE

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<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

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ASSIGNMENT PHOTOGRAPHY AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Photographer") and <<CustCompany>> ("Customer").

Recitals

- A. Photographer is in the business of providing custom photography and printing services for a fee.
- B. Customer desires to have Photographer render specific services (the "Services" or "Photographer's Services") as set forth in Exhibit B.
- C. Services shall be rendered on a specific date (the "Event") as set forth in Exhibit B.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Photographer hereby agree as follows:

1. Engagement of Services.

Photographer agrees to render to Customer as follows:

- a) Provide to Customer a pre-event consultation, by phone or in person prior to the Event in order to finalize specific shooting times (the "Times"), determine any custom shots (the "Shots"), or set forth any locations (the "Locations") that Photographer will be required to travel to in order to render the Services to Customer. Customer has the sole responsibility for arranging this pre-event consultation with Photographer, and failure of the occurrence of a pre-event

Customer Initials _____ Photographer Initials _____

consultation shall not constitute breach of this Agreement.

- b) Provide the agreed Services on the dates, Times, and Locations as agreed upon in the Specifications, and provide images taken during the Event (the "Proofs") to Customer as soon as they are available.
- c) Provide proof of agreed-upon expenses associated with the Event and the execution of Photographer's Services and present them to Customer for approval.
- d) Provide to Customer a post-event consultation in order to review all images taken during the Event, or otherwise arrange for the insured delivery of any images or other related materials.
- e) Provide other such services as Customer may request from time to time, such as additional Shots, assistance to Customer's staff and employees or additional project consulting.
- f) Provide to the Customer ordering and photographic reproduction services.

2. Specifications.

Photographer agrees to provide the Services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Delivery of Proofs.

Photographer will use reasonable diligence in the development of the Proofs and endeavor to deliver to Customer all agreed-upon Specifications outlined in Exhibit B no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline listed in Exhibit B is an estimate, and is not a required delivery date. Photographer will retain all rights to any and all photographic materials, custom Shots, proofs, or other intellectual property for the entire project and will provide the Customer with the output formats only. Customer shall retain all of Customer's intellectual property rights in any logos, graphics, text, images, or other components owned and transmitted to Photographer for use in fulfillment or creation of Services.

Customer Initials _____ Photographer Initials _____

4. Ownership Rights.

- a) Photographer shall retain, under the fullest extent under the law, full copyright and interest in any and all film, digital files, proofs, samples, prints, or negatives created or produced for Customer pursuant to this Agreement.
- b) Customer agrees to return to Photographer any materials Customer may have of Photographer's such as artwork, mock-ups, comps, text, digital media, film, images, or any other physical or digital embodiment of Photographer's creative work performed under this Agreement.
- c) Upon termination or expiration of this Agreement, Customer agrees to be solely responsible for any additional use of materials and advertisements created by Photographer pursuant to this Agreement. Additional expenses may include, but are not limited to: Fees, licenses, translations, royalties, talent, and other associated fees. Photographer's obligation in 4.a shall not apply in any respect to foreign use.
- d) Customer is granted a non-exclusive worldwide right to use the materials for Customer's own promotional, advertising, internal use or any other agreed-upon use as outlined in Exhibit B. Photos or materials are NOT to be resold or distributed to any third parties or event participants. Photographer's copyright must accompany all use of the photos or materials whenever possible and must read "Copyright <<CurrentYear>>, <<Credits>>."

5. Compensation.

- a) For all of Photographer's Services under this Agreement, Customer shall compensate Photographer in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Photographer has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all materials, Services, and content, (3) bring legal action.
- b) If Photographer has agreed to co-sponsor the event, the Customer shall adhere to the requirements and deliverables pursuant to the

Customer Initials _____ Photographer Initials _____

terms of Exhibit A attached hereto with respect to Photographer's promotional materials and advertising.

- c) All licenses shall be revoked if Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A.

6. Limited Warranty and Limitation on Damages.

- a) Customer agrees to indemnify and hold Photographer harmless with respect to any claims, loss, lawsuit, liability, or judgment suffered by Customer which results from the use of any material prepared by Photographer or

DEMO CONTRACT

This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/photography-contracts/assignment-event-photography-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Photographer Initials _____

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

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