

# Photographic Services Agreement



DATE: \_\_\_\_\_

1. Parties	<b>CLIENT:</b>  <b>PHOTOGRAPHER:</b> Tony Newby Photography, 19/41 Rocklands Road, Wollstonecraft, NSW, 2065. ABN 58831245883
2. Services	<b>The Photographer will provide the Client the following services:</b>  <b>Shoot Date – _____ Shoot Location – _____</b>  <b>Description of Photographs : _____</b>
3. Fee	<b>The Client will pay the Photographer as follows:</b>  <b>Total Fee: _____ Deposit: _____ (non-refundable)</b>  <b>Payable as follows:</b> Deposit due minimum of 7 days prior to shoot. Balance required within 14 days of completion.  NB. Deposit is non-refundable however may be credited against future agreements between the two parties
4. Expenses	<b>The Client will be responsible for the following expenses incurred by the photographer _____</b>
5. License	The Photographer grants the Client a exclusive 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): No restrictions
7. Term	Client is permitted to use the photographs in perpetuity from the date of this agreement.
8. Territory	Global
9. Credit	Photographer accreditation is not necessary when utilising these photographs
10. Jurisdiction	New South Wales

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:

<b>Signed for and on behalf of Photographer</b>	
Signature _____	Signature _____
Print Name _____	Print Name _____
Date _____	Date _____
<b>Signed for and on behalf of Client</b>	

# 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 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:

(a) provide the Services to the Client; (b) produce the Photographs; and (c) 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 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 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:

(a) it has the capacity and authority to enter into this Agreement; (b) it has obtained the necessary clearances in relation to the subject

matter to be photographed; and (c) 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 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:

(a) The Client fails to pay any part of the Fee or Expenses; (b) The Client is declared bankrupt, enters into administration or into liquidation; or (c) 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:

(a) All rights in the Photograph/s and/or work(s) revert to the Photographer; (b) The Client must return all physical property (including but not limited to the Photographs and any equipment); and (c) 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.