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**PHOTOGRAPHY PROJECT/COPYRIGHT AGREEMENT & MODEL RELEASE**

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**CLIENT INFORMATION**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Page | 1 **Phone:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Whereas**, Michael Kerner, the Photographer, is an Independent Contractor who desires to create one or more photographs in accordance with the terms set forth below (the Work); and

**Whereas**, the Client desires to have the Photographer create the Work for the Client;

**Now, therefore**, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

**Description of the Work:**

**What:** \_\_\_\_\_

**Where:** \_\_\_\_\_

**When:** \_\_\_\_\_

**Proof Processing:** Please allow 7-21 days for the online digital proofs to be made available, or otherwise committed to by the Photographer. Other Work deadlines are subject to Client/Photographer communications. Rush services available.

**Proofs and Final Work:** Copies of the watermarked digital image files (unretouched proofs) shall be made available in a public gallery on the Photographer's web site. The Client shall receive an email with the link when the gallery is ready. Final Work shall be in the form of unwatermarked copies of digital image files delivered electronically. Portrait retouching and photographic prints are available separately.

**Terms:** Agreed price: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_ Remainder Due: at shoot

Retouching services: due upon delivery of final work

Photographic Prints: 50% non-refundable deposit due at time of order. Remainder due upon delivery

**Grant of Copyrights:** Upon receipt of payment in full for the Work, Photographer grants to the Client the following rights in the Work:

For use as: \_\_\_\_\_

For the business and related services named: \_\_\_\_\_

In the following territory (please circle): SF / NorCal / CA / USA / Northern Hemisphere / Global

For the following time period (please circle): 6 months / 1 year / 3 years / 5 years / other Indefinite

Other limitations: The Client agrees not to sell the Work for profit or other compensation.

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With respect to the usage shown one page 1 of this document, the Client shall have (check one):

exclusive  nonexclusive rights.

**Model Release:** Client grants Photographer the right to use Client's name and likenesses of the persons photographed in connection with the display of the Work for Photographer's promotional purposes, for inclusion in Photographer's portfolios, including distribution in print and electronic form and social media accounts. Mutual written consent is necessary for any other purpose Photographer desires and/or for NSFW work. Client releases and discharges Photographer, his/her agents, employees, officers, successors and assigns from any and all claims and demands arising from or in connection with such use.

**Copyright Notice:** Copyright notice in the name of the Photographer (check one)  © notice shall  shall not accompany the Work when reproduced. (e.g.: ©2018 Michael Kerner Photography)

**Photo Credit:** Photo credit in the name of the Photographer (check one)  photo credit shall  shall not accompany the Work when reproduced digitally. (e.g.: Photo by: Michael Kerner) A photo credit is requested in the event that the Work appears in print. Tagging me on facebook is always greatly appreciated!

**Watermarks:** The Michael Kerner Photography logo watermark (check one)  watermark shall  shall not accompany the final Work when reproduced. Proofs and portfolio images are watermarked.

**Releases; Arbitration, Reshoots and Miscellany:** The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release and vice-versa. The Client agrees to indemnify and hold harmless the Photographer against any and all claims of injury, damage or loss in the course of providing services to the client. In the event that an issue regarding this Agreement cannot be resolved through respectful communications, Arbitration shall be the next course of action.

Due to the one time only nature of this event, a reshoot may not be feasible. If for some reason the Photographer is unable to fulfill delivery of photographs, a full refund shall be offered, including any deposit paid. The deposit otherwise is considered non-refundable unless cancelation is made 14 days prior to the date of the photo shoot.

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF,** the parties hereto have signed this Agreement as of the date first set forth below:

Authorized Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Client's Name (please print): \_\_\_\_\_

Photographer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THANK YOU!**