

Photo Shoot Contract

1. This is an agreement outlining the terms of a photography shoot (hereinafter referred to as "Shoot"), to be performed on date/time _____ between Joshua Coffman, (hereinafter referred to as "Photographer"), and _____, (hereinafter referred to as "Model"), and use of all product from Shoot, proofs, final or sample prints, or digital media, thereof (hereinafter referred to as "Images")
2. All images and rights, including copyright, remain the sole and exclusive property of Photographer. Unless otherwise specified, it is understood that any and all rights to Images shall remain the property of Photographer and may be used for advertising, display or any other purposes thought proper by Photographer. Unless negotiated in a separate instrument, in writing, all Images from this Shoot remain property of Photographer and may be used as advertising, display, or any purpose thought proper by Photographer without additional compensation to Model. Any dispute arising from this agreement shall be arbitrated in Los Angeles County, California. Model agrees that damages arising from the substance of this agreement at no time exceed the amount of the sitting fee/deposit amount and recovery for damages will be limited to the amount of the sitting fee/deposit amount. Model hereby expressly consents to the jurisdiction of the Federal District Courts under the Copyright Act of 1976, as amended.
3. Photographer grants Model transferable and nonexclusive reproduction rights to the Images. Model shall have the right to transfer, license, sell, lease, or otherwise confer either permanently or temporarily any reproduction rights to any Images to any third party. Model shall affix Photographer's copyright notice and photo credit to any Images reproduced by Model. This includes the posting of Images on any and all Internet websites used by Model. Copyright notice/photo credit to shall begin with a copyright symbol followed by the 4 digit year of the date of the Shoot flowed by the name of the Photographer, for example: © 2013 Josh Coffman.
4. Model will receive digital files of Images that are at least 800x600 pixels in size and will have Photographer's watermark on them.
5. It is agreed and understood that no person other than Photographer will be allowed to photograph or take pictures at any time during the shoot.
6. Model shall execute a standard model release, incorporated fully as if set forth herein by this reference.
7. If Photographer cannot perform this Agreement in whole or in part due to fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, and the Shoot is not able to be rescheduled then Photographer will reimburse Model of any fees and or deposits incurred by Model. If Model cannot perform this Agreement in whole or in part due to fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Model's illness or injury, and the Shoot is not able to be rescheduled then Model will reimburse Photographer of any fees and or deposits incurred by Photographer.
8. Cancellation / Reschedule policy: If Photographer or Model is not able to perform Shoot and does not reschedule the Shoot to be performed on another date / time then the Shoot is deemed a Cancellation. If Model executes a Cancellation or Reschedule prior to 48 hours of the scheduled Shoot then Model will only be liable for any non-refundable fees incurred by Photographer. If Model executes a Reschedule less than 48 hours of the scheduled Shoot then Model agrees to pay a \$50 deposit of good faith. This deposit is fully refundable, upon the Model fulfilling the rescheduled Shoot, less the cost of any non-refundable fees incurred by Photographer due to the rescheduling. If Model executes a Cancellation with less than 48 hours of the scheduled Shoot then Model agrees to pay a cancellation fee of \$50 plus any non-refundable fees incurred by Photographer. If Model does not execute a Cancellation or Reschedule and does not perform the Shoot then the Model is considered "No Call No Show" and Model agrees to pay cancellation fee of \$100 plus any non-refundable fees incurred by Photographer. Model must execute a Cancellation or Reschedule by communicating the notice with Photographer in person or by telephone.

I, the undersigned Contracting Party, hereby warrant that, unless I am under the legal age of consent, I am competent to contract in my own name. If I am under the legal age of consent, I have the approval and consent of my parent/legal guardian as indicated below. I confirm that I have read the above agreement prior to its execution and I am fully familiar with the contents thereof. This Agreement shall be binding upon myself and my heirs, legal representatives and assigns. I certify that I have received a complete copy of this Agreement with all blank lines completed.

Signed and dated: _____,
Model (or Parent/Legal Guardian)

Photographer:
Josh Coffman
951-202-5739
josh@joshphoto.net

Contract Explained

1. We are agreeing to do a photo shoot on the date specified
2. I retain the copyright and ownership of the images and can use them for whatever reason he would like. Any dispute will be handled via arbitration and done in Los Angeles County, California. You agree that damages arising from doing the photo shoot will not be more than what you are paying the photographer. Since this is Trade for Images shoot then that is zero.
3. You get unlimited license to use the images as she sees fit. The exception that you cannot sell the copyright or exclusive license to a third party because those will be owned by me. You will include my copyright info when posting or publishing the images.
4. You will receive low resolution 800x600 pixel watermarked digital files of Images. These are high enough resolution to use in online portfolios like Model Mayhem and Facebook but not high enough resolution to print in a magazine for example. If you need high res images for print then we can discuss further.
5. I am the only one taking the pictures at the photo shoot. This doesn't mean that you can't take some personal shots of yourself with your cell phone camera while getting ready or on a break. It means you aren't going to invite another photographer along to the shoot or your buddy isn't there taking photos of you while I'm shooting.
6. You agree to sign a standard model release to give me right to your image
7. If I cannot perform the shoot then you will get reimbursed for anything that you bought for the shoot that cannot be returned. For example if you bought a dress, some makeup or prop for the shoot, it would be expected that you return it for a refund or hold on to it for the rescheduled shoot. If you rented a costume then you cannot get a refund then I would reimburse that cost. These would be items that were discussed before hand when we are setting up the shoot and was agreed that Model would be responsible for them. If you cannot model for the shoot then you agree to reimburse me for any expenses I cannot reclaim
8. Cancellation means the shoot is off and we will not try again. Reschedule means we need to shoot on another date. If you give at least 2 days notice to cancel or reschedule then you agree to reimburse any lost expenses. It is not common for there to be expenses that are not refundable prior to 48 hours. A costume rental that we picked up early for some reason. You will know what these expenses are when we setup the shoot.
9. Describes cancellation and reschedule policy:
 - a. If you give less than 48 hours notice to reschedule or cancel then you are agreeing to pay me a \$50 refundable deposit that you will get back at the rescheduled shoot. I will reschedule a shoot once. They key here is communication. If you have things that are going on I will try to accommodate.
 - b. If you are cancelling the shoot all together then you are forfeiting that money because I'm likely that block of time where I could have booked someone else. I use discretion here if there is a very good reason to cancel. Getting sick, not feeling well/hangover, babysitter issues, death in the family, minor car accident are reasons to reschedule but not to cancel.
 - c. If you don't call and don't show then you agree to pay a cancellation fee of \$100 plus any fees that I lose because of it. If there is an emergency I would expect that you will get in touch with me as soon as you can to let me know
 - d. If you need to cancel or reschedule with less than 48 hours notice, give me the courtesy of a phone call. It shows that you are a professional person and you are being considerate. If you need to send a text message, email or facebook message to let me know there is an issue, that is ok, but I would expect a follow-up phone call. I will give you the same respect and courtesy.
 - e. My cancellation and reschedule policy is not in place to make money, it is in place to make sure that I'm working with professional people who honor their commitments and extend the common courtesy when life happens.

If you have any questions, Please let me know

Josh Coffman
Long Beach, CA
951-202-5739
<http://www.joshphoto.net>
<http://www.armoredangels.com>
<http://www.facebook.com/joshphoto.net>
<http://www.facebook.com/armoredangels>