

Guide to Contracts for Professional Photographers



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Introduction to Contracts for Photography Services

Photography is your passion, and you made the decision to turn your passion into a business. But, as you're probably already aware, there is a big difference between something you do as a hobby and something you do for a living.

Whether you've been at it for years or are just starting out, one of the biggest headaches for any professional photographer can be putting that warm relationship with your clients down into a legally binding agreement—in other words, managing contracts. After all, talking about anything pertaining to money can be awkward, and it's easy to overlook important details in an attempt to minimize that feeling.

But guess what? Contracts don't have to be awkward or even difficult. The following pages contain information that will help you construct, customize, and manage contracts in a manner that encourages you to see them as a way of protecting you, your studio, models, and clients.

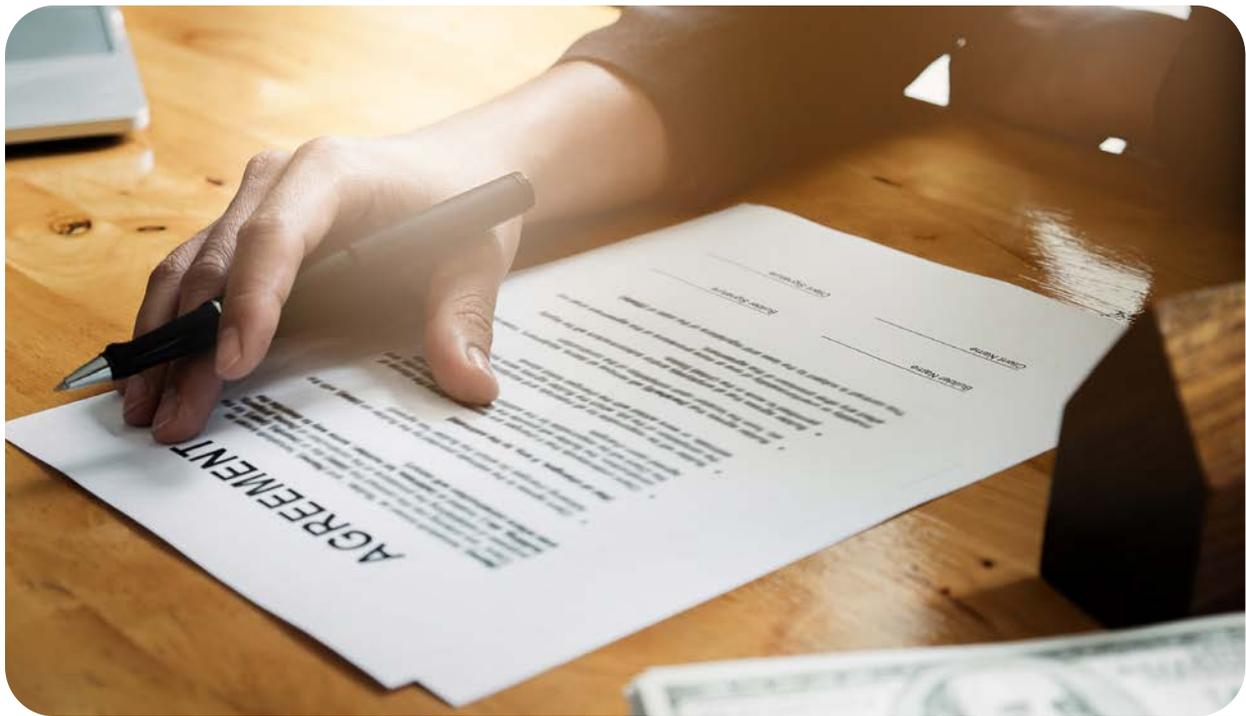


Why Yes, You Should Have a Contract

What is a contract? In the simplest of terms, a contract is a written record of the exact nature of the assignment. It spells out the specific needs, studio policies, and the obligations between you and your client or model. Plus, it specifies how much you'll be paid, and how and when payments will be received.

That's why you should **always** have a contract with no exceptions. And yes, this includes when dealing with friends and family. Your client has hired you to do a job, and the contract lets them know what they will get as a result. Too many working photographers have learned the hard way that it's never enough to just rely on a word and a handshake. People forget details of a conversation and can be less than scrupulous. Furthermore, when you're someone's photographer, whether or not money is involved, expectations tend to rise up without you knowing... often opening the door for relationship fallout. That's why everything must be written down and signed off on!

Seem like a daunting task? It doesn't have to be. PPA provides a trove of resources to help you, including [contract samples](#) specifically developed for professional photographers.



Keep It Simple and Clean

One of the reasons a lot of people feel intimidated by contracts is all the lengthy legal mumbo-jumbo they think goes into them. But contracts don't have to be complicated. In fact, contracts **shouldn't** be complicated. The goal of a good contract is to make your expectations and those of your client clear to both parties.

Think of the Big Picture:

When you draft a contract, think about what you would want if you were looking to hire a professional photographer. What would you want to know upfront to make you more comfortable as a buyer? Every project you do needs a contract with the following standard sections tailored to that project:

- Your client's full contact information
- The location and/or venue information
- A clear description of the services you'll be providing
- Your fees and payment/refund policies
- Additional fees (e.g., your cancellation and postponement policies)
- Limitation of liability
- And the signature line!

There are other considerations to add and you can craft those as standard boiler plates, but you should always consider including them:

- Copyright notices and/or usage licenses
- Model releases
- Potential exclusivity arrangements
- Force majeure
- Arbitration and choice of law or choice of venue

PPA Members can download boilerplate language and checklists for these standard sections. [Find wedding, real estate, sports, event, and portrait-specific contracts here.](#)

Keep it Short

Two pages should be plenty for most simple agreements. Address each of the points above in language that's concise and easy to understand. Then, have all parties sign it. It's that easy!

Make It Easy to Read

Odds are you're not a lawyer, and neither are most of your clients. So why make something neither one of you can understand? The whole point of the contract is to help everyone understand the nature and scope of the assignment—and to make it easier to resolve any disputes if a disagreement arises. That's hard to do when the document is littered with legalese.

No one wants to keep a dictionary close by when looking over a contract. Cut the ornate language and use plain, everyday English.

Forget the Jargon

The same goes for industry jargon. You may know all the insider terms and phrases, but your clients don't. A client needs to feel just as comfortable as you do during the contract process, and that can't happen when they don't understand what they're reading.

In many cases, you may be using jargon without even realizing it. For instance, if your contract offers "all images" from an event, you probably mean "all images meeting my quality standards." After all, most photographers are not keen on the idea of having the blinks, repeats, and other culls that don't meet their standards in public circulation. However, when a consumer reads "all images" in an agreement, they will interpret it as all of the images captured during the assignment.

By avoiding jargon and spelling out your agreement in plain English, you can avoid confusion about what the contract entails.

Once you've drafted a contract, ask someone you trust who isn't a photographer to read over it. Do they understand what each clause means? If they can't tell what the contract is saying, you need to revise its language to make it easier to understand.

Make It Yours

Your business is uniquely yours. That's why you're successful and why clients seek you out. Your contracts should be just as unique. Your contract has to reflect how you do business—but it also represents the legal minimum. For example, if your contract states there is no refund for cancellations, that doesn't prevent you from refunding a client who had to cancel due to a family tragedy.

Likewise, you should have different contracts to match the different categories of services you offer. For instance, most wedding photography contracts have provisions and details that are not applicable to a one-time portrait session. Using the same agreement for both is just going to create confusion.

Keep your contract relevant to the job at hand. In doing so, you'll earn brownie points because everyone appreciates when an effort is made to cater to their needs.

By making your contract yours and relevant to each individual project, you'll contribute to your own reputation for professionalism. Making clients feel special by keeping things clear and easy to understand builds trust and mutual understanding. Who knew a contract can help do all that?

Basic Ways to Customize Your Contract

It's totally fine—and even encouraged—to use contract templates. They save time, effort, and a lot of headaches when getting started. However, you should resist the temptation to just adopt a contract you find online or that someone gave you because it “looked good.”

Regardless of how good a contract template appears to be, you need to go the extra mile to customize your contracts so that you (1) understand every provision of the agreement and (2) ensure it meets the needs of both you and your clients!

Here are some basic ways to do it:

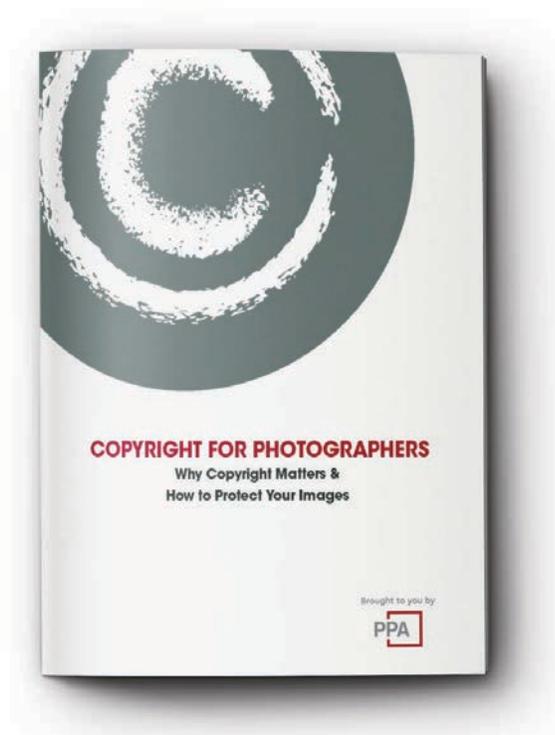
- Create a unique letterhead. This one may seem like a no-brainer, but you'd be surprised by the number of pros who don't take the time to do this. The simple touch of adding your studio letterhead goes a long way toward taking ownership of your contracts.
- Include your pricing and payment options. Only you know what you're worth and how and when you need to be paid. Don't leave room for ambiguity.

- Make your own baseline schedule or timeline based on your work habits. Your work habits are just as unique as your business. If you're using a template created by someone else, make sure you customize it to reflect your individual workflow. If you fail to meet your own contract deadline, you may be liable to your client for damages.
- Tailor your contracts based on service categories. Even if your core terms remain the same, tailoring your contract for each service adds clarity to the agreement. Portraits are different from weddings, which are different from sports leagues or commercial product photography.

Know the Law

You didn't get into photography to be a lawyer, but as a small business owner you should strive to develop a basic knowledge of the local and state laws that might impact your business. This includes contract-related items like required consumer notices, model releases, and whether your retainer or deposit can truly be non-refundable.

Similarly, all photographers should be aware of the basics of federal [copyright law](#). To get started, [download PPA's free copyright kit](#).



Have questions or concerns about your local laws? Make a phone call to your local government offices for more information. Or, better yet, partner with a local attorney.

Managing Contract Amendments

In business, as with all aspects of life, the unexpected can and often does happen, even after a contract has been signed.

Sometimes dealing with the unexpected is as easy as an on-the-spot course correction. However, sometimes a change or amendment to the contract is required. And that's okay, as long as you document the changes properly. Most contracts require any amendments to be agreed on by both parties in writing—which can actually be accomplished in a string of e-mails. However, the least confusing way to do this is to add a simple “clean” amendment that indicates that “The Contract between the parties dated _____, is amended so that: (WHATEVER THE CHANGE IS). All other provisions remain in force.” Then have both parties sign or give their agreement electronically. Just make sure the amendment ends up in the client's file which will come in handy if there's ever a conflict.

The Many Faces of a Contract Amendment

Change can come in many forms. Maybe a venue suddenly becomes unavailable or maybe a deadline needs to be pushed back. Certain situations will require you to decide whether a client's proposed change is an unacceptable breach, a reasonable amendment, or if it alters the agreement so much that a completely new agreement is necessary. Most commonly these situations arise when:

- A deadline changes
- Payment or delivery schedules are adjusted
- A session or event needs to be postponed
- Event start times are changed or coverage requirements are extended

Being Upfront with Your Client About Contract Amendments

Before you even begin a job, your client needs to fully understand what is required for a contract amendment to happen. Generally this is handled by language indicating that any amendment or modification of the contract must be in writing and signed by both parties. Most contracts also feature provisions that cover future client requests that might fall into the category of an “amendment” including those dealing with:

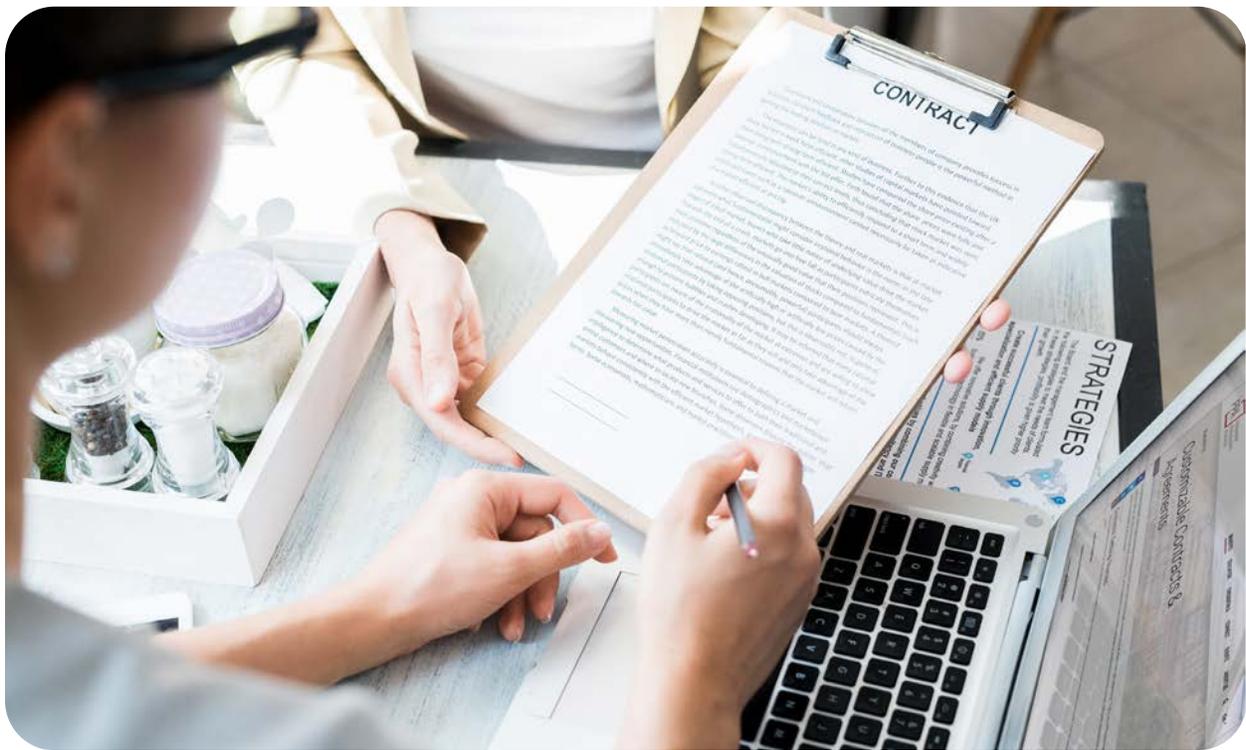
- Cancellation or postponement clauses
- Impact on workflow and deliveries
- Any financial penalties or repercussions from the changes to the contract, including failures to make payments on time or to timely order certain products

Tracking Updates, Alterations, and Addendums

Changing a contract mid-course can be stressful, but that stress can be minimized when you organize and track them. Keep, track, and label each email and communication in a folder unique to your client and job. Make your communications and changes easy to access and, whenever possible, have your client sign off on them.

We also suggest that rather than try to create an agreement from a string of e-mails at the end of any discussion about a change, you formally summarize what has been agreed upon by both the Studio and the Client.

You know how it goes: words are great, but a signature is much, much better.



Setting Your Pricing and Conditions of Payment

Pricing and payment can be uncomfortable subjects, but that doesn't mean you should avoid talking about them. After all, you've worked hard to build your business and your brand. You need to be compensated for what you, your brand, and your skills are worth. Also, it is just as important that you establish how and when you'll receive compensation.

An Integral Part of the Contract

You can't just gloss over what you'll be asking your client to pay. Payment must be clearly laid out in writing. There should be zero ambiguity as to how much money is involved in the assignment and when those payments must be made.

The same goes for how payments will be handled. Consider the following scenarios:

- How much will you be paid for the job?
- Will you be paid in one lump sum, over installments, or as milestones are met?
- How will you accept payments?
- Will there be a grace period for payment due dates?
- Is money paid upfront as a retainer or is it a deposit?
- Is a portion of the payment or retainer refundable?

Be Prepared So You Can Expect the Unexpected

Even after a client has selected a specific service, it is important to keep in mind that other incidental costs may pop up. For example, maybe a client wants a venue that requires additional permits or extended travel.

No matter the additional cost, make certain your contract specifies that the client will be responsible and billed accordingly. Examples include:

- Car parking fees
- Entry into parks and/or location permit fees
- Unexpected hotel stays

Have a Model Release

Professional photographers often work with models, and that adds a whole new dimension to the contract process. People, even models, can get particular about how their image is disseminated. Moreover, you should exercise extreme care in dealing with minors who are working as models because your state's child labor laws may also come into play.

And it's not just models you need to think about. Wedding guests, folks in an image taken from your drone, attendees at a trade show or corporate event—odds are you'll need releases when you least expect it.

That's why having a [model release form](#) handy is a best practice. PPA keeps their samples up to date at all times, so it's easy to make yours. [This sample form](#) is free and vetted by the largest professional photographers association!

What to Include in Your Model Release:

Understand that a model release is you asking for a subject or a client's permission to use their likeness and, upon a signature, their granting of that permission. When asking for that permission, make sure your release anticipates any intended use and that your client understands them all.

When drafting a model release for your photography business, include elements like:

- Your client or the subject's name
- Your name or that of your studio
- Anyone authorized to use the images
- A description of how you anticipate the images being used
- A brief description of the images created
- A statement waiving privacy rights
- Provisions clarifying whether the person will have the right to pre-approve any uses and/or whether there is any right to compensation for additional uses
- A signature block for both parties

Copyright and Release

Copyright and image licensing laws can be confusing and tricky to navigate. But it's still important that your client has a clear understanding of what they can and cannot do with your images once the assignment is complete. Most people think that when they hire a photographer for a job, they then own the work the photographer produces and can do whatever they please with it. But by law and by default, the photographer owns the permanent rights to the images.

Licensing Agreements

You own the copyright to your work. That's established. But that also means that you get to decide how your work will be shared and how it can be used. If you are providing your client with a digital file, you can protect your copyright with a licensing agreement.

A licensing agreement spells out how a client can and cannot use your images. Including this type of clause in your contract is an absolute must. Your client has to understand the exact nature of the agreement before any signatures are put to paper. The same goes for you. While PPA provides [resources to help](#), it's not a bad idea to consult with a local attorney to make certain everything is as it should be.

Here are the three broad categories of licensing agreements used by working photographers to leverage the value of their copyright:

- **Personal Usage:** Photographer retains the copyright but the client is allowed to use the images in a non-commercial manner. These range from very narrow licenses allowing uses in very limited circumstances to very broad licenses allowing any non-commercial use, publication, or reproduction.
- **Commercial Image Usage:** Photographer retains the copyright. Client may use, reproduce, or publicly display the work for commercial purposes as outlined in the license.
- **Copyright Transfer:** Not used as much as the other two, this agreement is different in that you are transferring the copyright of your images to your client. This means that unless you can include a clause giving you limited or unlimited usage rights, you will no longer have the ability to use or reproduce the images for any purposes.

Commercial and personal usage licenses come in a wide variety depending on the needs and desires of the photographer-client relationship. For instance, the license can be exclusive (in which you give up the ability to license the work to others) or non-exclusive. It can be for a limited time, or it can be granted forever. When granting a license in your contract, you will also want to think about the practical effect of the license on any deliverables. For example, if you grant your clients an unlimited personal usage license, you may want to consider adding a clause that delays the delivery of any high resolution files until after purchase and delivery of an album.

Copyright and Commercial Work

Very often, the jobs you undertake will require that you provide digital files. Even so, you will still want to include language in your contract that addresses image licensing rights. You'll also want to include a watermark or a digital encryption on your images to make it easier to retrace your copyrighted work. After all, you may want to use your images in your portfolio or online gallery, even if the work was sold as a service. That's where image licensing is often forgotten about.



Get Your Contracts Signed

It may seem obvious but it can't be stressed enough. Signatures on a contract prove that you've been hired for a specific job, with specific parameters, including specifics on copyright and the corresponding monetary compensation. Without a signature, your contract is just a sheet of paper with zero value. Don't risk it; it's absolutely not worth it.

The Signee Must Be Your Client

Again, this may sound obvious, but some assignments can get tricky. Weddings, corporate shoots, school photography: a lot of jobs require that you work with many different representatives from the same group or organization. And what's more, the person who will ultimately be signing your check may not end up being your actual client.

You see, the client is the representative who takes responsibility for the assignment. This is the person you will be working with and ultimately reporting to—and if things go completely sideways, they will be the ones suing you. Setting up appointments, changes in scheduling, cancellations, completing payment, the works—the person who handles all of these things and more is your client. And that's who needs to sign your contract.

A Note on Minors

As stated above, your client isn't always going to be the person paying you. In most cases, this isn't a problem because you can specify in a contract that if payment doesn't arrive, the client then becomes responsible. The exception is when your client is a minor, because a minor cannot sign any binding legal document. For example, you might have a job taking portraits of high school seniors or prom photography. In this situation, you might have seniors contracting you with their parents footing the bill. But not all high school seniors are 18. And a minor can't sign a legally binding contract, not even a model release form.

Do Not Start Work Without a Signed Contract

Until you and your client have signed a contract, your camera needs to remain tucked away in its bag!

Don't let a client leave a consultation with a contract that has your signature but not theirs, and always give them the opportunity to sign first. This protects you from any changes added to the form without your knowledge that could legally bind you.

Review and Revise the Contract

You've put in a lot of work constructing your contract. You've researched it, customized it, and now you're ready for all parties to sign it! Not so fast! There's one more important step to take before anyone lays down their signature. It's time to review the contract.

Jointly Review the Contract with Your Client

This is where you make sure all your bases are covered. Go over all the details to make certain you and your client are both on the same page as far as what is and isn't expected. Leave no stone unturned or section unchecked.

And remember how Chapter 5 advises you to make sure to document everything? The same goes here. If any changes are made during the review of the contract, even before signing, document such changes and file them appropriately.

Remember that new questions will arise, extra clarification will be needed, and the context might need to be better explained. Heck, sometimes the groom's mother-in-law will want to add an extra service or go over a stipulation. The reasons to review the contract with your client are endless. The main ones are all relationship-building, so make the best of this opportunity.

Updating Your Contracts

Your contract is a "living document." This means that it will evolve as your business evolves and your relationships with your clients change. After all, you can't expect your pricing or the printing processes to be the same today as they were 5, 10, or 20 years ago. The exact same goes for the needs of your clients.

Reviewing and updating contracts isn't something you should do all by yourself. You'll need the help of a trusted team of colleagues, experts, friends, and even clients. You'll also definitely want to include an attorney in the mix. An attorney will help with making adjustments to wording and any changes in your state's contract laws. Just make sure the attorney you work with is an expert in laws pertaining directly to the photography industry.

What if Things Go Wrong Even with a Signed Contract?

Having a contract is one of the most important components of your business. As the saying goes: “An oral contract is as good as the paper it is written on.” A signed contract protects you and your work, but it also protects your clients by making everyone’s responsibilities and rights clear. Your client is making an investment in you and your business, and everyone wants to make certain that their investment is protected.

Speaking of protection... Did you know that there are ways other than your contract you can protect yourself from conflicts with clients? PPA has developed a unique program to help protect you from a client’s claim that you have breached your contractual obligations. It is called the PPA Indemnification Trust. Each year it helps hundreds of PPA members resolve issues related to (real or imagined) client dissatisfaction, data loss, and similar claims of “photographic negligence.” [Read all about the PPA Indemnification Trust](#) and learn how it can help with the practical and financial aspects of resolving a claim.

And if you ever need more help or a little extra guidance, just reach out to the folks at [Professional Photographers of America \(PPA\)](#).

PPA’s mission is to help photographers grow their businesses and elevate their craft. PPA is the largest and longest-standing nonprofit photography association with a 150-year history. It helps 30,000 professionals with resources, protection, and education, all under PPA’s core principle of bridging the gap between photographers and their consumers.

Find out more about all the benefits you get with a PPA membership at [PPA.com/Benefits](https://www.ppa.com/benefits)