



STEPHANIE IP
P H O T O G R A P H Y

SIP BY STEPHANIE IP LLC CONTRACT FOR PHOTOGRAPHIC SERVICES

1. Parties.

This is a legal agreement ("Agreement") entered into on ____/____/____ ("Effective Date") between SIP by Stephanie Ip LLC ("Photographer") and _____ ("Client").

2. Services.

Photographer agrees to provide certain photography services ("Services") to Client. Photographer agrees to provide at least _____ photos for Client to view after the shoot, and is not required to provide more than this number of images. Photographer will perform basic post-processing or digital image editing services on these photos where artistically necessary. Specifically, Photographer will provide Services to Client as follows:

- a. Session Date: _____
- b. Session Time: _____AM / PM (circle one)
- c. Session Location: _____
- d. Person(s) or Animal(s) to be Photographed (include Client, if applicable):
- e. Special Notes (if any):

3. Payment and Delivery Date.

Client will pay Photographer \$_____ ("Total Amount") for Services. Client will pay a non-refundable deposit of \$_____ of Selected Photography Session ("Deposit") to hold the session date/time. This Deposit will count toward the Total Amount, and is due at the time this contract is signed. The remainder of the Total Amount is due on the session date, before any photography actually begins. Photo proofs will not be provided until Client has paid in full. Client will receive deliverables under this Agreement approximately 2-4 weeks after the session date. This is only an estimate, however, and is not binding in any way.

4. Cancellations/Rescheduling.

All deposit fees are non-refundable. A minimum of 24 hours notice will be required for cancellation of this Contract. Any cancellation made with less than 24 hours notice prior to the agreed upon service date will result in full payment by Client. Cancellations and requests to reschedule will be treated according to the terms outlined in this section.

- a. **Cancellations/Rescheduling by Client:** To respect Photographer's schedule and availability, Client is allowed up to 2 rescheduling date/time with no charge. A new Deposit is required before the third rescheduling is allowed.
- b. **Cancellations/Rescheduling by Client:** If Client cancels, then Photographer keeps the Deposit. If Client requests to reschedule, Photographer similarly keeps the Deposit and has no obligation to reschedule. However, if Client wishes to reschedule because of illness or family emergency, then Photographer will attempt to accommodate the request to reschedule by proposing one make-up date/time to Client. The determination of what is an acceptable illness or family emergency is in Photographer's sole discretion. Further, this make-up date/time is in Photographer's sole discretion. If Client cannot attend this make-up date/time, then Photographer has no further obligations to Client and Photographer also keeps the Deposit.
- c. **Cancellations/Rescheduling by Photographer:** If Photographer needs to cancel or reschedule, and Client cannot accommodate any alternative date/time, then the Deposit will be returned to Client and Photographer does not need to perform the Services outlined in this Agreement.



d. **Cancellations/Rescheduling due to Inclement Weather:** If inclement weather makes it unreasonable for the Photographer and Client to meet, then Photographer and Client will make reasonable efforts to reschedule. Light rain does not constitute inclement weather. If the Photographer and Client cannot agree on a make-up date/time after one month from the original session date, Photographer keeps the Deposit and has no further obligations under this Agreement.

5. Copyright.

Photographer retains all copyright in any and all works created pursuant to this Agreement, in any and all formats ("Work"). Photographer grants to Client a limited, non-transferable, non-exclusive license to display the Work for personal, non-commercial purposes. Client may not use the Work for any other purpose, including but not limited to use for financial gain, advertising, editorial purposes, contests, exhibits, or commercial reasons. Any display of the Work on the internet or on social media sites (e.g., Facebook, Instagram, Twitter, etc.) must be accompanied by a caption designating Photographer as the owner of the work. Nothing in this Agreement shall be construed as forming a "work for hire" relationship between Photographer and Client. Client's license is limited solely to displaying the Work for personal, non-commercial purposes. Accordingly, Client may not edit the Work in any way, including but not limited to modifying colors, writing on the Work, or significantly cropping the Work.

6. Formats That Work Will Be Provided to Client.

Photographer will make the Work available to Client in the formats listed in this section. Photographer has no obligation to keep the Work after making Work available to Client, and may destroy the Work at any time thereafter. It is Client's responsibility to preserve the Work.

For Print: 300dpi, at least 3008 x 2000 (6.0MP 3:2) to max 6000 x 4000 (24.0MP 3:2)
For Web: 72dpi, at least 1968 x 1312 (2.6MP 3:2) to max 3008 x 2000 (6.0MP 3:2)

7. Duty of Client.

Client will obtain all permissions necessary for Photographer to photograph at the Services. Photographer has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. Client understands and agrees that any failure to obtain these permissions resulting in fines to Photographer, or which prevent Photographer from photographing the event(s) is not the fault, liability, or responsibility of Photographer.

8. Releases.

Client grants Photographer permission to photograph the people listed in this Agreement, and does not object to the Work being displayed on Photographer's website or promotional materials. Client represents it has the authority to provide the foregoing consents on behalf of the people being photographed, including any minors.

9. Independent Contractor Relationship.

Photographer is an independent contractor, and not an employee of Client. Photographer is allowed to provide photography services to other individuals and businesses. Photographer also is allowed to subcontract all or part of its obligations under this Agreement to other individuals or businesses. Further, Client recognizes that photography encompasses a high degree of artistic subjectivity and discretion, and Client agrees to any and all artistic choices made by Photographer and/or its affiliates.

10. Other Provisions.

This Agreement is governed by the laws of the State of California, without regards to any conflict of law provisions. Further, any action or dispute arising out of or in any way relating to this Agreement shall be heard exclusively by a court of competent jurisdiction in Los Angeles County, California. This Agreement contains the entire agreement of the parties. No oral agreements shall be given any effect. Modifications to this Agreement are not binding unless the modifications are in writing and signed by both parties. The Photographer's failure to enforce one part of this Agreement shall not prevent it from enforcing any other part of this Agreement. If one part of this Agreement is found invalid, the rest of the Agreement stands. Photographer is in no way liable for any direct, indirect, incidental, special, consequential, or exemplary damages, and the maximum damages Client may recover (if any) is the Total Amount paid for Services.

X _____
Date:

Photographer
SIP by Stephanie Ip LLC

X _____
Date:

Client

