

## **Top Game Sports Photography Contract**

This agreement is between Top Game Sports Photography (hereafter "Photographer" "the Photographer" or "Photography Company") and \_\_\_\_\_ (hereafter referred to as "CLIENT").

### **1. Scope of Work:**

This contract is for services and products related to a photography shoot (hereafter "shoot" or "the shoot").

PHOTOGRAPHER agrees to provide no fewer than 3 photos for CLIENT to view immediately after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform post-processing or digital image editing services on these photos where artistically necessary.

### **2. Fees:**

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of \$90+MN sales tax for individual or \$75+MN sales tax for team of 5 or more. CLIENT agrees to pay the photographer a non-refundable payment totaling 100% (one hundred-percent) of the total price of the photography services upon signing this contract. If CLIENT cancels this shoot for any reason, the payment will not be returned to CLIENT.

If CLIENT chooses to purchase additional images separately after the SHOOT, payment for those photos is due immediately before PHOTOGRAPHER begins editing process.

### **3. Work Product**

PHOTOGRAPHER will deliver digital image(s) to CLIENT no more twenty one days (21 days) after the date of the SHOOT. CLIENT understands and agrees that digital images are the exclusive copyright of PHOTOGRAPHER and CLIENT has no right to use photos for commercial or publication purposes, including photo contests.

All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order.

Are any photos to be included in the price for photography services? One (1) high resolution digital image

### **4. Indemnification:**

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to CLIENT.

4.5 – CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

### **5. Model Release**

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising.

**6. Assignability and Parties of Interest:**

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

PHOTOGRAPHER Signature \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT Signature: \_\_\_\_\_

Date: \_\_\_\_\_