

Photoshoot Terms & Conditions

Copyright/License. Unless otherwise agreed in writing, Deutsch Photography, Inc., its assigns, licensees, successors in interest, legal representatives, and heirs (together, the “Photographer”) shall own the copyright in all images created pursuant to this agreement (the “Images”) and shall have the exclusive right to make reproductions. The Client grants the Photographer the irrevocable right to use the Images, in all forms and in all media, without any restriction as to changes or alterations, together with the Client’s name (or any fictional name), for the Photographer’s physical, on-line or digital portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, or for display within or on the outside of the Photographer’s studio. The Photographer shall not make any other use without first obtaining the written permission of the Client. Notwithstanding the above, Photographer grants the Client the non-exclusive right to reproduce the Images for the Client’s personal, promotional and commercial use, but not for resale.

Cancellation. If Client cancels the later of either (a) less than 7 days in advance or (b) more than 24 hours after confirming the shoot schedule, Client shall pay a 50% cancellation fee (or 75% if cancelled less than 24 hours before the shoot), plus any expenses already incurred by the Photographer. However, if inclement weather forces the cancellation of an outdoor shoot, there is no cancellation fee, and the Photographer will apply any deposit already paid to a rescheduled shoot.

Limit of Liability. In the unlikely event the Photographer is injured or becomes too ill to photograph the project, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement photographer is not found, responsibility and liability is limited to return of all payments received for the project. Photographer takes the utmost care with respect to its images. However, in the unlikely event that the images are lost, stolen or destroyed for reasons within or beyond the Photographer’s control, Photographer’s liability is limited to the return of all payments received for the project. The limit of liability for a partial loss of original images shall be a prorated amount of the images lost based on the percentage of total number of originals. In case of an outdoor shooting schedule, Photographer shall not be responsible or held liable for bad weather or other acts of God, and Client and Photographer shall work together to find a mutually convenient date to reschedule in case of cancellation.

Shooting Time / Additions. The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client. Client and Photographer agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. If shooting continues beyond pre-arranged time frame at the Client’s behest, Client agrees to be billed by Photographer at the hourly or daily rate and agrees to pay additional expenses, including overtime paid to assistants and freelancers, incurred by Photographer.

Releases: The Client shall indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney’s fees, due to uses for which no release was requested or uses which exceed the uses allowed pursuant to a release.

Insurance. The Photographer warrants that it shall maintain in full force and effect during the term of this Agreement a Commercial General Liability policy issued by a carrier authorized to do business in the State of New York. If the Client and/or venue require, the Photographer will provide a certificate of insurance upon request naming the Client, shoot location, and/or the owners of the shoot location as additional insureds.

Miscellany. All disputes under this agreement shall be governed by the laws of the State of New York, and shall be submitted to binding arbitration in New York, New York and settled in accordance with the rules of the American

Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing sentence, Photographer shall have the option of submitting disputes to the New York City Civil Court, Small Claims Part, for claims falling within the court's jurisdiction.

Acceptance of Contract. The Client's participation in the shoot, acceptance of the Images and/or payment of this invoice shall constitute the Client's agreement to the terms of this agreement.

Mailing Address: 544 W. 157th St., #64, New York, NY 10032

Studio Address: 245 W. 29th St., Studio 1200, New York, NY 10001