

PHOTOGRAPHY INDEPENDENT CONTRACTOR AGREEMENT

with Hey, It's Ema (Evergreen Media Agency)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made on the ____ day of ____, 2026 between:

Company / Client:

____ ("Client")

Address: _____

Email: _____

Freelancer /Photographer:

Hey, It's Ema (Evergreen Media Agency)

Freelancer: Emanuella Nathan

Email: _____

Both parties agree to the following terms:

1. SCOPE OF SERVICES

Photographer agrees to provide photography services including shooting, editing, and delivery of images as described below.

1.1 Session Details (to be completed before signature)

- Type of Session: _____
- Session Location: _____
- Session Date & Time: _____
- Duration: _____ hours
- Number of Outfits (if applicable): _____
- Additional Notes: _____

1.2 Deliverables

Photographer will deliver:

- Resolution: High-res Web-optimized(for branding images) Both
- Delivery Method: Online gallery Photo Book Instagram Reel Other: _____
- Delivery Timeline: _____ days after session

2. PAYMENT TERMS

2.1 Total Session Fee:

\$

2.2 Payment Schedule

- 25% Deposit required upon booking (non-refundable)

- 75% Final Payment due before delivery of final images

Session is not considered booked until deposit is received.

2.3 Additional Fees

- Extra shooting time: \$40/hour
- Travel fee (if applicable): \$0.75/mile

3. CLIENT RESPONSIBILITIES

Client agrees to:

- Arrive on time and prepared
- Communicate desired shot styles before the session
- Bring any props, outfits, or items needed
- Secure all permits or location permissions if required
- Ensure minors are accompanied by a parent or guardian

Client understands that:

- Late arrival reduces shooting time
- No-shows forfeit the session + deposit without refund
- Image selection and editing style are based on Photographer's artistic discretion

4. PHOTOGRAPHER RESPONSIBILITIES

Photographer will:

- Arrive on time and prepared
- Capture high-quality images according to the session type
- Retouch photos using standard editing (color, exposure, cleaning minor marks)
- Deliver the agreed-upon number of edited images
- Store images for up to 60 days after delivery

Photographer does not provide:

- Raw/unedited images unless purchased for an additional fee of \$150
- Extensive retouching (body modification, background replacement, etc.) unless agreed upon

5. COPYRIGHT & USAGE RIGHTS

Photographer retains all copyrights to the images.

Client receives a non-exclusive license to use the final edited images for:

- Personal use
- Social media use
- Business and marketing use
- Website use

Unless otherwise stated, client may not:

- Sell or distribute the images
- Edit, filter, or alter the images without permission
- Claim the photos as their own work

Photographer may use images in portfolio, website, and self-promotion unless the client requests otherwise in writing prior to the session.

6. CANCELLATION & RESCHEDULING

6.1 By Client

- Deposits are non-refundable
- Rescheduling must occur at least 72 hours prior to the session

6.2 By Photographer

Photographer may cancel due to:

- Illness
- Unsafe environment
- Severe weather
- Emergency circumstances

In such cases, deposit will be refunded or session rescheduled.

7. LIABILITY

Photographer is not liable for:

- Uncooperative subjects
- Missed shots due to late arrival
- Weather-related issues
- Accidents or injuries during the session
- Lost or damaged digital files beyond Photographer's control

In all cases, Photographer's liability is limited to the amount paid by the Client.

8. INDEPENDENT CONTRACTOR STATUS

Photographer is an independent contractor and is responsible for all taxes, insurance, equipment, and business expenses. Photographer is not an employee or agent of the Client.

9. ENTIRE AGREEMENT

This Agreement represents the full understanding between both parties.
No changes may be made unless in writing and signed by both parties.

SIGNATURES

PHOTOGRAPHER

Hey, It's Ema (Evergreen Media Agency)

Name: _____

Signature: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Date: _____