



## Commercial Photography Master Agreement

This Product Photography Master Agreement (“Agreement”) is entered into by and between JFImagery’s James Falgout (“Photographer”) and the client identified in the attached Product Photography Quote Sheet (“Client”). This Agreement and Quote Sheet govern all photography services provided by Photographer unless otherwise modified by an additional written Quote Sheet (Addendum).

### **LICENSE GRANT**

Upon full payment, Photographer grants Client a limited, non-exclusive, non-transferable license to use the delivered images strictly as outlined in the applicable Quote Sheet (Addendum).

Any usage outside the agreed scope—including additional media, territory, duration, or resale—requires a separate written license and additional fees.

### **PROHIBITED USES**

Client may not:

- Sell, sublicense, or transfer the images to third parties
- Use the images in defamatory, unlawful, or misleading contexts
- Alter images beyond basic cropping or addition of text without Photographer’s written consent

### **PAYMENT TERMS**

Fees are outlined in the Quote Sheet. A non-refundable deposit may be required to reserve shoot dates. Final images will not be released until full payment is received.

### **CANCELLATION & RESCHEDULING**

Photographer may reschedule the session due to Photographer’s illness or other unplanned factors and will work with Client’s schedule to reschedule as soon as possible. If Client needs to reschedule, cancellations within 48 hours of the scheduled shoot may be subject to full payment of the quoted fee. Rescheduling is subject to Photographer availability.

### **REVISIONS**

Unless otherwise stated, one round of minor revisions is included. Additional revisions are billed at Photographer’s standard hourly rate.

### **REFUNDS**

Due to the nature of custom product and commercial photography, digital files cannot be returned and all money paid is nonrefundable.

### **DIGITAL FILES**

The agreed-upon number of digital files will be available for downloading from an online file transfer service called WeTransfer. Client agrees and understands that Photographer, in their sole artistic discretion, decides which images taken during the session will be edited and presented; not all images taken during the session may be presented to the Client.

### **LIMITATION OF LIABILITY**

Photographer’s liability is limited to the amount paid under the applicable Quote Sheet. Photographer is not liable for consequential or indirect damages.

### **CLIENT RESPONSIBILITIES**



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Client is responsible for providing accurate product counts, shoot requirements, and products in shoot-ready condition. Photographer is not responsible for delays caused by incomplete or late materials.

### **GOVERNING LAW**

This Agreement shall be governed by the laws of the state of [Your State].

### **ENTIRE AGREEMENT**

This Agreement, together with the applicable Quote Sheet, constitutes the entire agreement between the parties.

### **ACCEPTANCE**

By signing the Quote Sheet, Client acknowledges and agrees to this Master Agreement.

### **AMENDMENTS**

Any amendments made and agreed upon must be in writing and signed by both the client and photographer.

### **GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Virginia without giving effect to the principals of conflicts of law. The parties consent to jurisdiction and venue in the state and federal courts located in the State of Virginia.