

CONTRACTED ARTIST SERVICE AGREEMENT

This Contracted Artist Service Agreement ("Agreement") is entered into by and between **Imani M Photography** ("Artist") and **Client** as identified below. This Agreement sets forth the terms and conditions under which Artist will provide creative services to Client.

1. PARTIES

Artist: Imani M Photography

Client Name: _____

Client Email: _____

Client Phone: _____

2. SCOPE OF SERVICES (TO BE COMPLETED BY BOTH PARTIES)

The Artist agrees to provide the following services as commissioned by the Client. Only the services listed below are included in this Agreement.

Specific Service Being Provided:

Session Location:

Model/guest count (studio photography sessions only):

Session Date: _____

Time of Day / Session Start–End: _____

Agreed Upon Deliverables (e.g., number of edited images, format, usage):

3. COMPENSATION & PAYMENT TERMS

Agreed Upon Rate (hourly or flat): \$ _____

Estimated / Total Cost: \$ _____

Deposit Amount: \$ _____ (non-refundable unless otherwise stated)

Deposit Due Date: _____

The remaining balance is due **prior to or before the start of service**, unless otherwise agreed to in writing. Artist reserves the right to withhold services or deliverables until full payment is received.

4. DEPOSIT, CANCELLATION, LATE FEES, EXTRA TIME

A deposit is required to secure the booking and is applied toward the total cost. Cancellations by Client forfeit the deposit. Rescheduling requests must be made at least 48 hours in advance and are subject to Artist availability.

If Artist must cancel due to unforeseen circumstances, all payments made by Client will be refunded in full.

A late fee of \$25 will apply after client is 15 minutes late, and will be added to the total due for the service

If the Client is in need of further services from the Artist, beyond what has been stipulated in this contract, the Artist is entitled to further compensation at the rate of \$___/hr

5. ARTIST RIGHTS & OWNERSHIP

All photographs, digital files, and creative works produced by Artist remain the intellectual property of Imani M Photography unless otherwise agreed to in writing. Artist retains the right to use the work for portfolio, website, social media, marketing, and promotional purposes.

6. CLIENT USAGE

Client is granted a non-exclusive, non-transferable license to use the delivered work for the purposes agreed upon in Section 2. Client may not alter, sell, or sublicense the work without written permission from Artist. This includes using any of the deliverables in conjunction with AI renderings.

7. CLIENT RESPONSIBILITIES

Client agrees to:

- Ensure timely arrival and readiness for the scheduled session (client may arrive up to 15min before their scheduled session time to ensure timeliness)
- Obtain any necessary permissions or permits for the session location
- Communicate expectations clearly prior to the session

Artist is not responsible for compromised coverage due to Client delays, lack of access, or environmental conditions beyond Artist's control.

8. LIMITATION OF LIABILITY

Artist will take reasonable care in the performance of services but shall not be liable for circumstances beyond control including, but not limited to, weather, location restrictions, equipment failure, or acts of nature. Liability is limited to the return of payments received.

9. INDEPENDENT CONTRACTOR

Artist is an independent contractor and not an employee of Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements. Any modifications must be made in writing and signed by both parties.

12. SIGNATURES

By signing below, both parties acknowledge and agree to the terms of this Agreement.

Artist (Imani M Photography):

Signature: _____

Name: _____

Date: _____

Client:

Signature: _____

Name: _____

Date: _____