

BVM PRODUCTIONS LLC

PHOTOGRAPHY SERVICE AGREEMENT

Bennie Phillips Photography — a BVM Productions LLC brand. Portraits, weddings, and real estate.

DRAFT — template, not legal advice. Have a licensed Florida attorney review before use with a client.

This Photography Service Agreement (the “Agreement”) is entered into as of _____, 20__ (the “Effective Date”), by and between BVM Productions LLC, a Florida limited liability company, d/b/a Bennie Phillips Photography (“Photographer”), contact: byn@bvmproductions.org, and:

Client name: _____ (“Client”)

Client email / phone: _____

1. Session. Session type: ☐ Portrait ☐ Wedding ☐ Real estate ☐ Other:

_____. Date: _____. Location: _____.

Approximate duration: _____ hours.

2. Deliverables. Photographer will deliver _____ professionally edited high-resolution digital images via online gallery within _____ business days of the session. Raw/unedited files are not included and remain Photographer’s property; they may be purchased separately.

3. Fees and payment. Total session fee: \$_____. A non-refundable retainer of \$_____ (50%) is due at booking to reserve the date; the balance is due on the session date. Additional hours, prints, albums, or rush delivery are billed separately at Photographer’s standard rates, agreed in writing before the work begins. Balances more than 14 days overdue may incur a 1.5% monthly late charge.

4. Rescheduling and cancellation. Client may reschedule once without penalty with at least 72 hours’ notice, subject to availability. Cancellations with less than 72 hours’ notice forfeit the retainer. If Photographer must cancel, the retainer is refunded in full or applied to a rescheduled date at Client’s choice.

5. Image rights. Photographer retains copyright in all images. Client receives a license to use the delivered images for personal use and, for real estate sessions, for listing

and marketing the photographed property. Client may not sell, sublicense, or alter the images in a misleading way without Photographer's written consent.

6. Portfolio use. Photographer may display the work in portfolio, website, and marketing materials unless Client opts out in writing here: ☐ Client opts out of portfolio use. A signed model release is required for any identifiable person depicted.

7. Drone (real estate). Where aerial images are included, Photographer operates in compliance with FAA regulations, including Part 107 for commercial flights. Flights are weather-dependent; if conditions are unsafe, the aerial portion is rescheduled at no additional charge.

8. Limitation of liability. Photographer's total liability under this Agreement is limited to the fees paid. Photographer is not liable for missed shots due to circumstances beyond reasonable control, including guest interference, venue restrictions, or extreme weather.

9. Entire agreement. This Agreement, with any attached model release, is the entire agreement for this session. Changes must be in writing and signed by both parties.

Agreed and accepted:

BVM Productions LLC (Bennie Phillips Photography)

_____ Date _____

Client _____ Date _____