

PHOTOGRAPHY CONTRACT

Maria Panina Photography | Photographer / Director

Agreement entered into as of the date below between the Client and Maria Panina (the "Photographer/Director"), located at 121 Fulton St, New York, NY 10038, with respect to the licensing of certain rights in the Photographer's photograph(s) and/or motion work (the "Work").

Agreement Date _____

Client / Company _____

Client Address _____

Project / Title _____

1. Description of Work

The Client wishes to license certain electronic rights in the Work which the Photographer/Director has created and which is identified above.

2. Delivery Date

The Photographer/Director agrees to deliver the Work by: _____

3. Grant of Rights

The Photographer/Director grants to the Client the following rights in the Work:

Editorial use: Client publication of the Work in its own editorial publication for the purpose of educating and/or conveying news, information, or fair comment/opinion, available to the general public, and not intended to promote a specific product, person, service, or company through paid sponsorship.

Publicity use: Client submission of the Work to an outside editorial publication, print or electronic, for Editorial use only, where the Client or Agency is not paying for that use or placement.

Advertising use: Use in media placement for which the Client or Agency is paying for placement of the Work, excluding print unless print rights are separately granted.

Collateral use: Use on a platform wholly controlled and produced by the Client or Agency - such as a company website, annual report, brochure, or social-media profile - to promote a commercial product, service, personality, or brand.

Public Display use: Display of the Work in a Client-maintained space open to public viewing, such as a corporate office, trade show, or public event, where the Client or Agency is not purchasing advertising space for the placement.

Private Display use: Display of the Work in a non-commercial private space closed to public viewing, where the use does not promote a commercial product, service, personality, or brand.

Point of Purchase / Point of Sale (POS) use: Inclusion of the Work in a non-paid print or electronic indoor display for the purpose of promoting a product, service, or corporation within a third-party retail space or Client location.

Packaging use: Printing or display of the Work on packaging for a commercial or retail product.

Unlimited use: Editorial, Publicity, Advertising, Collateral, Public Display, and Packaging uses of the Work as defined in this Agreement.

Media: The medium in which the Work is reproduced, inserted, displayed, or placed by the Client or Agency.

Consumer use: Use in Media directed toward and/or available to the general public.

Trade use: Use in Media directed toward specific industries, professions, or special-interest groups for commercial, promotional, or Advertising purposes, and not generally available to the public.

Print: All printed media excluding Packaging, Out of Home, and POS.

Web: Media accessible exclusively through an internet browser or internet-based software.

Electronic: Digital and Web media excluding Broadcast, TV, Packaging, Out of Home, and POS.

Out of Home (OOH): Paid placement displays viewable by the general public from public or private space.

Broadcast: Network and subscription television and radio outlets.

With respect to the usage granted above, the Client shall have nonexclusive rights unless expressly specified otherwise in writing.

4. Reservation of Rights

All rights not expressly granted under this Agreement are reserved to the Photographer/Director, including but not limited to all rights in preliminary materials and all electronic rights. For purposes of this Agreement, electronic rights are rights in digitized

forms of works that can be encoded, stored, and retrieved from media such as computer disks, CD-ROM, computer databases, and network servers.

5. Fee

Client agrees to pay the following: \$ _____

6. Additional Usage

If the Client wishes to make any additional uses of the Work, the Client agrees to seek permission from the Photographer/Director and make such payments as are agreed to between the parties at that time.

7. Alteration

The Client shall not make or permit any alterations, whether by adding or removing material from the Work, without the permission of the Photographer/Director. Alterations include the addition of illustrations, photographs, sound, text, or computerized effects unless specified to the contrary in writing.

8. AI Use and Training

Deliverables are not approved for AI use and/or AI training unless explicitly authorized in an invoice or other signed writing. The Client/licensee may not use the Work in connection with immutable digital assets intended for sale, including non-fungible tokens, unless expressly authorized. No Work, captions, keywords, or associated metadata may be used for machine learning, artificial intelligence, biometric technology, or technologies designed or intended for identification of natural persons unless explicitly authorized. All rights not expressly granted are reserved to the copyright holder.

9. Payment

Client agrees to pay a 50% advance payment to the Photographer once the Agreement is signed, with the remaining balance due upon delivery of files. Photographs may not be used until the balance is paid in full.

10. Samples

Client shall provide the Photographer/Director with all samples of the final use of the Work.

11. Copyright

This is not a work made for hire. All Image(s) are © 2025 Maria Panina.

12. Credit

Credit in the name of the Photographer shall accompany the Work when it is reproduced. If the Work is used as a contribution to a magazine or for a book, credit and fees shall be given unless specified to the contrary in writing.

13. Releases

The Client agrees to indemnify and hold harmless the Photographer/Director against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed pursuant to Paragraph 7. The Photographer/Director will make every effort to meet the Client's expectations; however, specific outcomes or reactions to the final images cannot be guaranteed.

14. Miscellany

This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any provision shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of New York.

15. Overtime

If a shoot extends beyond _____ consecutive hours, the Photographer/Director will charge overtime at \$ _____ / hour.

16. Post Production

All images will be adjusted for exposure, contrast, tone, and similar standard corrections. The Photographer/Director's judgment regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation, and artist finishing are available to the Client as options for an extra fee.

17. Booking, Payment & Cancellation Policy

Booking: A \$ _____ non-refundable session retainer is required to book and hold the session date and serves as a cancellation fee. At the Photographer's approval, the fee may be credited toward a future session. All remaining balances are due at the time of the session.

Payment: Sessions and packages may be paid via check, direct deposit, credit card, or Zelle. Checks must clear before services are considered paid; an uncleared or returned check will incur an additional \$35 bank-fee charge. Credit-card payments incur a 3% fee to be paid by the Client.

Payment information: Zelle: +1 (202) 642-8149. Direct deposit information is provided separately.

Cancellation / Rescheduling: After a session is booked, one reschedule is permitted with the Photographer's approval when requested at least 7 days in advance, except as otherwise specified for studio sessions. A cancellation made fewer than 7 days before the session forfeits the session fee and requires a new booking and new session fee.

Weather: For weather-related cancellations, Maria Panina Photography has final discretion regarding whether a session must be rescheduled. If the session is cancelled due to weather, the Client will receive available dates for rescheduling.

SIGNATURES

Photographer / Director Name

Client Name

Signature

Signature

Date

Date

Maria Panina

Template prepared from Maria Panina Photography's existing Photography Contract. Project-specific estimates, invoices, and signed written amendments may supply additional details.