

Noor Elshaikh Photography



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Photography Services Agreement

The following Photography Services Agreement is entered into between Noor Elshaikh Photography and the client. *Please sign at the bottom and return it to the photographer.*

1. Scope of Services

- a. The photographer will arrive at the agreed location 10 minutes before the agreed time and stay for the duration agreed upon with the client.
- b. The photographer will photograph the agreed-upon subjects, and be instructed by none other than the client.
- c. Any additional services or specifications agreed upon by both parties.
- d. The photographer may stop service at any time based on her discretion.

2. Payment Terms

- a. The total fee for the services the photographer provides will be sent via an invoice within 48 hours after the completion of the event.
- b. Payment terms:
 - i. Forms of payment accepted: Cash, Check, Zelle, Venmo, CashApp.
- c. Total payment for the photography services must be completed within 48 hours of the client receiving the invoice unless otherwise discussed and agreed upon by both parties
 - i. Failure to pay will result in a \$20 late fee, for every day that payment is delayed.
- d. A deposit fee is due no later than one week before the event date. It is non-refundable. The deposit ensures that the photographer confirms the booking to the client.
 - i. *The deposit fee will be subtracted from the total payment.*
- e. Any additional fees or expenses not included in the total fee, such as overtime, will be discussed and agreed upon by both parties.

3. Overtime Charges

- a. The Client understands and agrees that the Photographer's services are based on the agreed-upon hours stated in this Agreement.
- b. If the event(s) extend beyond the agreed-upon hours, any additional time will be charged at the hourly rate as overtime.
- c. The overtime charges will be calculated in increments of 15 minutes. For every 15 minutes or any portion thereof, **an additional hour charge** will be reflected on the final invoice.
- d. The Photographer will notify the Client in advance if the event is approaching the agreed-upon end time, and the Client will have the option to extend the Photographer's services at the overtime rate.

4. Copyright and Usage Rights

- a. The Photographer retains the copyright to all images taken during the event(s).
- b. The client **may not** ask for RAW digital files.
- c. The Client is granted a non-exclusive, non-transferable license to use the images for personal use only.
 - i. If the client decides to post to any social media platform, they must tag the photographer's handle @noonspics or the name: Noor E Photography
- d. The Client agrees not to edit, alter, or modify the images without the Photographer's consent.
- e. The Photographer may use the images for promotional purposes, including but not limited to social media, website, and portfolio, unless otherwise agreed upon by both parties.
 - i. In the case the client approves, the photographer will consult with the client prior to the usage of the photos to agree on what shall and shall not be used for promotional uses.

5. Cancellation and Rescheduling

- a. If the Client cancels the event(s) 2 or less days before the scheduled date, the Client will be responsible for a \$20 cancellation fee.
- b. In the event of rescheduling, both parties will work together to find an alternative date and time.

6. Limitation of Liability

- a. The Photographer will take reasonable care while capturing and delivering the images.

- b. In the event of unforeseen circumstances or equipment failure, the Photographer's liability is limited to a refund of the total fee paid by the Client.
- c. The Photographer is not liable for any consequential damages or loss incurred by the Client.

7. Client Complaints and Disputes

- a. The Photographer strives to provide high-quality services and products. If the Client has any concerns or complaints regarding the services provided or the delivered products, the following procedure should be followed:
- b. The Client shall notify the Photographer in writing within 5 days of discovering any issue or dissatisfaction.
- c. Upon receiving a written complaint, the Photographer will review the matter and make reasonable efforts to address the concerns promptly.
- d. If the issue is found to be within the Photographer's control, the Photographer may, at their discretion, offer to redo the services, provide additional products, or make necessary adjustments to rectify the situation.
- e. If the issue cannot be resolved to the Client's satisfaction, both parties agree to enter into good-faith negotiations to reach a mutually acceptable resolution.
- f. If a resolution cannot be reached through negotiation, both parties agree to seek mediation or other alternative dispute resolution methods before pursuing legal action.
- g. Any costs associated with mediation or alternative dispute resolution shall be shared equally between the Photographer and the Client.

8. Entire Agreement

- a. This Agreement constitutes the entire understanding between the Photographer and the Client and supersedes any prior agreements or understandings, whether written or oral.

IMPORTANT DISCLAIMERS

Film Photography Disclaimer

I offer film photography as a creative and unique medium, and I'm proud of the results it can produce. However, due to the unpredictable nature of film (including exposure, development variability, and mechanical limitations), I cannot guarantee that every film image will come out perfectly. Please consider this carefully when choosing film for your event coverage.

Lighting Conditions & Image Quantity

I do my absolute best to deliver high-quality images in any environment. That said, challenging lighting conditions (e.g., very low light or harsh direct light) or limited shooting spaces may impact both the number and quality of usable photos. I'll always work to adapt creatively, but please understand that these factors can affect the final outcome.

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms and conditions outlined in this Agreement.

Photographer:

Noor Elshaikh

10/26/2025

Date (mm/dd/yyyy)

Noor Elshaikh

[Photographer Signature]

Client:

_____ [Client's Name]

_____ Date (mm/dd/yyyy)

_____ [Client's Signature]