



Photography Brand Guideline Proposal

FROM

John Woo

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TO

John Smith

email@client.com

Context & Goals

CLIENT works to improve the financial success of medical practices by aligning their clinical and business models with government and commercial payers and providing a learning platform for emerging healthcare leaders and innovators. The aim of this Photography Branding Project is to help drive business success by developing a photography style and set of style guidelines to attract new clients and emerging young talent.

The goal of the photography is to help the company:

- Improve brand perception by visually reflecting the company focus on healthcare and education
- Create brand awareness
- Update the website with new photos to visually represent CLIENT as the primary source for new clients and emerging talents

To achieve those objectives, I will be in charge of:

- Developing a standard photography style guide for adding new photographic content
- Creation of photography specifications which include dimensions for print and web
- Photographing the growth of CLIENT through the year
- Building an archive of external and original stock photography that can be accessed both during and after the project ends

The final deliverable for this project will be an archive of edited photography and a style guide.

Timeline

The proposed timeline for this project is one year, split into 4 phases:

Phase 1 (4 weeks): Photography discovery and mockup mood boards

This phase includes: kick-off meeting, discussion on key values, exploration of visual language, photography and retouching session

Phase 2 (2 weeks): Photography for website

This phase includes: a scheduled photoshoot to create photography for the new website launch

Phase 3 (8 weeks): Photoshoot, retouching and archival of imagery

This phase includes: set up photoshoot date, retouch imagery, research and gather an archive of external stock images, update website with new photos

Phase 4 (2019 Year): Photograph CLIENT yearly milestones

This phase includes: photography retainment for the year, 2 photo sessions a month at 1 hour a session

Fee Summary

Payment methods				\$XXXX.00
Business or cashier's check, money order or bank transfer via Zelle.				
Payment Breakdown:				
50% payment is due upon agreement of proposal along with signed contracts. 4% will be deducted from invoice if full payment is made upfront.				
ITEM NAME	UNITS	RATE (USD)	TOTAL	
Brand photography and photo retouching style guide	1.0	\$XXXX.00	\$XXXX.00	
30 retouched images of external and original photography	30.0	\$XX.00	\$XXXX.00	
One year photography retainment, 2 photo sessions a month at 1 hour a session	24.0	\$XXX.00	\$XXXX.00	
Total			\$XXXX.00	

Photography Contract

This Contract is between John Smith (the "Client") and John Woo (the "Photographer").

The Contract is dated [the date both parties sign].

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Photographer to do the following: Develop a photography style guide, shoot and retouch a multitude of original and external stock photography to create an archive where Client can pull from.

1.2 Schedule. The Photographer will begin work on DATE and must finish the work by FINAL DATE.

1.3 Payment. The Client will pay the Photographer a flat fee of \$XXXX.00 (USD). Of this, the Client will pay the Photographer half of the fee before work begins.

1.4 Expenses. The Client will reimburse the Photographer's expenses. Expenses do not need to be pre-approved by the Client.

1.5 Invoices. The Photographer will invoice the Client at the end of the project. The Client agrees to pay the amount owed within 15 days of receiving the invoice. Payment after that date will incur a late fee of 5% per month on the outstanding amount.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this job, the Photographer is creating “Work Product” for the Client. To avoid confusion, Work Product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Photographer works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Photographer hereby gives the Client this Work Product once the Client pays for it in full. This means the Photographer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the Work Product however it wants or it can decide not to use the Work Product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

2.2 Photographer’s Use Of Work Product. Once the Photographer gives the work product to the Client, the Client, as per section 2.1 of this contract, owns the Work Product. The Photographer, in order to promote services to future potential clients, may show the Work Product as samples of completed work. For example, showing of the Work Product may be done in the form of a print or online portfolio. Outside of promotional use, the Photographer does not have any rights to it, except those that the Client explicitly gives the Photographer here.

2.3 Photographer’s Help Securing Ownership. In the future, the Client may need the Photographer’s help to show that the Client owns the Work Product or to complete the transfer. The Photographer agrees to help with that. For example, the Photographer may have to sign a patent application. The Client will pay any required expenses for this. If the Client can’t find the Photographer, the Photographer agrees that the Client can act on the Photographer’s behalf to accomplish the same thing. The following language gives the Client that right: if the Client can’t find the Photographer after spending reasonable effort trying to do so, the Photographer hereby irrevocably designates and appoints the Client as the Photographer’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Photographer and on the Photographer’s behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product).

2.4 Photographer’s IP That Is Not Work Product. During the course of this project, the Photographer might use intellectual property that the Photographer owns or has licensed from a third party, but that does not qualify as “Work Product.” This is called “background IP.” Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The Photographer is not giving the Client this background IP. But, as part of the Contract, the Photographer is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client’s products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP. The Client cannot sell or license the background IP separately from its products or services. The Photographer cannot take back this grant, and this grant does not end when the Contract is over.

2.5 Photographer’s Right To Use Client IP. The Photographer may need to use the Client’s intellectual property to do its job. For example, if the Client is hiring the Photographer to build a website, the Photographer may have to use the Client’s logo. The Client agrees to let the Photographer use the Client’s intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Photographer’s job. Beyond that, the Client is not giving the Photographer any intellectual property rights, unless specifically stated otherwise in this Contract.

3. TERM AND TERMINATION. This Contract ends on DATE, unless the Client or the Photographer ends the contract before that time. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 14 days. The Contract officially ends once that time has passed. The Photographer must immediately stop working as soon as

it receives this notice, unless the notice says otherwise. The Client will pay the Photographer for the work done up until when the Contract ends and will reimburse the Photographer for any agreed-upon, non-cancellable expenses. The following sections do not end even after the Contract ends: 2 (Ownership and Licenses); 3 (Representations);

4. LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

(Contractor's signature)

(Date signed)

(Client's signature)

(Date signed)

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