

1. CLIENT INFORMATION

Client / Point of Contact Name: _____

Company Name (if applicable): _____

Address: _____

Tax Registration No. (if applicable): _____

Phone Number: _____

Email Address: _____

2. SERVICE PROVIDER

Service Provider Name: _____

Business Address: _____

Business Registration / Licence No. (if applicable): _____

Tax Registration No. (if applicable): _____

Other Permit / Licence No. (if applicable): _____

Phone Number: _____

Email Address: _____

3. SERVICES & ENGAGEMENT

Select the service(s) included in the retainer.

☐ Photography

☐ Videography

☐ Photography & Videography

Engagement type: Monthly Retainer (recurring).

4. RETAINER DETAILS

Start Date: _____

Minimum Commitment Period: _____

Notice Period for Termination: _____

A Monthly Retainer renews automatically each month unless written notice of termination is provided by either party in accordance with the notice period stated above.

5. SCOPE OF SERVICES

Project brief reference / date: _____

Monthly deliverables

Number of Shoot Days per Month: _____

Number of Edited Photos per Month: _____

Number / Duration of Videos per Month: _____

Shoot Location(s): _____

Additional Services (if any): _____

The scope of services shall be as discussed and agreed in writing prior to commencement. Any services not expressly agreed are excluded. Monthly scope is confirmed in writing at the start of each month, and unused deliverables do not roll over to the following month unless agreed in writing.

This Agreement covers the deliverables and services outlined in the agreed project brief referenced above. Any requests outside this scope — including additional revisions beyond the included round, extra deliverables, or changes to core requirements — will be quoted separately and require a new agreement or written amendment.

6. FEE & PAYMENT TERMS

Monthly Retainer Fee ([CURRENCY]): _____

- Payment is made on the start date of the agreement and every [thirty (30)] days thereafter until the agreement expires.
- Failure to make payment by the due date will result in suspension of services until payment is received.

Applicable to all payments

- Payment may be made via [payment link, bank transfer, or cash].
- Final deliverables may be reviewed by the Client; however, download access, usage, publication, or distribution is not permitted until full payment for the applicable month has been received.
- Failure to complete payment — and/or using any images or videos for any purpose prior to full payment — constitutes a material breach of this Agreement, resulting in no delivery of the final product.

7. DELIVERY

Monthly delivery timelines are confirmed in writing at the start of each month.

Standard monthly delivery date / turnaround: _____

In the event the Service Provider fails to deliver the agreed deliverables by the stated timeline, due solely to reasons within the Service Provider's control, a fee reduction of [five percent (5%)] per calendar day of delay shall apply, capped at the applicable monthly retainer fee.

Delays caused by Client feedback, revisions, approvals, or external factors shall extend the delivery timeline accordingly.

Review & Approval

The Client has [seven (7)] business days from delivery to review and provide consolidated feedback. If no feedback is received within this period, the deliverable is deemed approved and the Service Provider will proceed to the next phase. Revision requests made after this period may be subject to additional fees.

Rush Delivery

- ☐ Rush delivery requested — expedited delivery ahead of the standard agreed timeline.
 - A rush fee of [thirty percent (30%)] of the monthly retainer fee applies. Rush requests must be agreed in writing before work begins, and compensate the Service Provider for rearranging their schedule to prioritise the Client's work.

8. PHOTOGRAPHY COPYRIGHT & USAGE (IF APPLICABLE)

(Select applicable option)

- ☐ Client authorizes the Service Provider to use photographic content for portfolio, website, social media, and promotional advertising purposes.
 - Full commercial usage is granted by the client at no additional cost.
- ☐ Client restricts portfolio and promotional usage by the Service Provider.
 - An additional licensing fee of [25%] of the applicable monthly retainer fee applies, to be paid by client.
- ☐ No copyrights required for photos.

Unless otherwise stated, copyright remains with the Service Provider. The Client shall not alter, manipulate, retouch, crop, apply filters to, or otherwise modify any delivered images unless RAW files with copyright transfer have been purchased.

9. VIDEOGRAPHY COPYRIGHT & USAGE (IF APPLICABLE)

(Select applicable option)

- ☐ Client authorizes the Service Provider to use video content for portfolio, website, social media, and promotional advertising purposes.
 - Full commercial usage is granted at no additional cost.

- ☐ Client restricts portfolio and promotional usage by the Service Provider.
 - An additional licensing fee of [50%] of the applicable monthly retainer fee applies.
- ☐ No copyrights required for videos.

Unless otherwise stated, copyright remains with the Service Provider. The Client shall not re-edit, alter, crop, recolour, add overlays, replace audio, or otherwise modify the final video deliverables in any aspect.

10. RAW FILES & COPYRIGHT TRANSFER (OPTIONAL)

(Select applicable option)

- ☐ RAW Image Files
 - Additional fee: [25%] of monthly retainer fee — includes full copyright transfer.
- ☐ RAW Video Files
 - Additional fee: [25%] of monthly retainer fee — includes full copyright transfer.

RAW files are delivered as-is, without obligation for further editing or post-production.

11. REVISIONS

- [One (1)] revision per deliverable type per month is included in the applicable fee.
- Each additional revision is charged at [ten percent (10%)] of the applicable monthly retainer fee.
- Revisions apply only to the originally agreed scope and do not include reshoots unless separately agreed.
- Requests that change the core requirements of the brief are considered new scope and will be quoted separately, not treated as revisions.

12. TERMINATION & RESCHEDULING

Termination

- Either party may terminate by providing written notice as specified in Section 4.
- Early termination prior to the minimum commitment period results in forfeiture of the current month's payment and an early termination fee equivalent to [one (1)] month's retainer fee.

Rescheduling

- Each reschedule incurs an opportunity-loss fee of [CURRENCY] [amount] per occurrence, added to the monthly invoice.

13. TRAVEL & ACCOMMODATION

- Projects conducted outside [your base city / region] incur a travel fee of [CURRENCY] [amount] per day.
- Where the Service Provider is required to remain outside [your base city / region] for [twenty-four (24) hours] or more, the Client shall either provide suitable accommodation, or reimburse accommodation costs based on a mutually agreed budget.
- Accommodation costs are exclusive of the daily travel fee.

14. LIMITATION OF LIABILITY

The Service Provider shall not be liable for indirect, incidental, or consequential damages. Total liability, if any, shall not exceed the total monthly retainer fee paid in the preceding month.

15. ENTIRE AGREEMENT

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