

Collaboration Agreement

Form by Let's Collab - Professional Photos for Small Shops

"Photographer" or "the Photographer" referred to in this agreement is: *

"Shop" or "Shop Owner" referred to in this agreement is: *

1. Products Delivered

The Shop Owner agrees to ship the product or products for the photography collaboration within TWO WEEKS following this signed agreement, OR have the items delivered by the deadline specified by the photographer within this agreement.

Should the Shop Owner send additional items that were not explicitly agreed upon for this collaboration in written form, those items will be considered gifts with no obligation by the photographer to capture those items. This is also true of items that are sent beyond the scope of the timeline indicated by this agreement.

Example:

Shop ships items 3 weeks after this agreement is signed when no alternate deadline was indicated by the photographer. The default timeline is 2 weeks to ship the items, so the photographer can keep or discard the items without any obligation to return or photograph them.

The Shop Owner agrees to send the items by mail or deliver the items personally to the photographer without requesting monetary compensation for the delivery. If the shipping cost calculated by the photographer's provided zip code exceeds the photographer's VPI indicated on this agreement, then the shipping cost will be regarded as a collaboration item and image(s) should be exchanged as compensation by the photographer as indicated by the calculator at <https://photosforshops.com/calculator>.

Products are expected to be delivered exactly as described, and without significant defects. Should the product be delivered to the Photographer in an unusable, deformed, or damaged condition, the photographer can choose to photograph the products as they are OR send the product back at the Shop Owner's expense.

PHOTOGRAPHER: If the Photographer requires the products to be delivered by a certain date, indicate that here. If left blank, the shop must SHIP the products within TWO WEEKS following this signed agreement.

Example: January 7, 2019

PHOTOGRAPHER: What is your postal or zip code for receipt of the collaboration items? * _____

SHOP OWNER: What is your estimated cost to ship the items to the photographer? If the amount is greater than the photographer's VPI, indicate how many images should be exchanged. *

Mark only one oval.

Shipping costs are estimated to be less than the Photographer's VPI (No images exchanged)

Other: _____

SHOP OWNER: What items* are being sent for the collaboration AND what is their retail value? *

*NOTE: Please indicate colors, sizes, patterns and styles wherever applicable. Indicate if anything is being sent as a SET (i.e. a bundle of items that are sold together but not separately); a set is considered one item.

2. Duty of the Photographer

It is the Photographer's duty to the Shop Owner to photograph the products of the collaboration at a professional standard, and at or above the level of quality reflected by their portfolio.

The Photographer agrees to deliver high resolution, unwatermarked and usable photos of each product delivered. A photo shall only count as a usable image if it is a clear, in-focus depiction of that product. Photos with multiple products will be counted as a valid delivered photo for ONE of the products that are clearly displayed.

Photographer must deliver the images to the Shop Owner before or on the 14th day following the receipt of the delivered products OR by an alternative agreed upon deadline. The only exception to this is if a true emergency resulting in injury or death occurs. If the Photographer anticipates that they will not meet the deadline for image delivery, they must send the products back OR pay the retail value of the items before the two week deadline. Not doing so will result in removal from "Let's Collab - Professional Photos for Small Shops".

SHOP OWNER: What date do you require photos delivered by? If left blank, the deadline will be two weeks after products are delivered. You may not select a date SOONER than 2 weeks per the rules of the group.

Example: January 7, 2019

3. Trade in Lieu of Payment

The collaboration is considered a trade of products for photography services. As such, no monetary exchange is expected between the Photographer and the Shop Owner pertaining to this collaboration. The Shop Owner is expected to deliver or ship the product or products to the photographer without charging any fees. The Photographer is expected to deliver the images to the Shop Owner without any obligation to purchase extra images from a larger gallery.

Since the products are considered payment for the images from Photographer, the Shop Owner cannot request that any products sent for the collaboration be returned as long as the Photographer fulfills their duty as stated previously in this agreement.

4. Artistic Rights

The Photographer is considered an artist, and they retain the copyright to the images produced as a result of this collaboration. The photographer grants the Shop Owner a limited license to use the images in their online and printed marketing efforts under the following restrictions:

- A. There is no significant cropping of the images allowed. Cropping is considered significant if it is anything more than fitting specific dimensions for a practical printed or online display (ex. cropping for Instagram is allowed).
- B. There shall be no watermarking of the images by EITHER party. Watermarks are a stamp of the company's logo, name, website, or other indicative factor that IS NOT an advertisement text overlay (ex. On Sale Now!).
- C. Absolutely no filters may be used by the Shop Owner on photos from this collaboration. Photos are to be displayed exactly as they are received from the Photographer.
- D. No alterations to the photos received are allowed by anyone other than the Photographer, except for minor cropping and advertisement text overlays.
- E. Absolutely NO third party use of the images is permitted without the photographer's explicit permission. The photographer may charge additional fees for third party transfer at their own discretion. Some common third party use examples: a publisher, blog, news outlet, magazine, wholesale shop, or other shop.

5. Images Delivered

If there are any specific requests by the Shop Owner to the Photographer for how the products should be captured, they need to be outlined in great detail at the time of this agreement. Photographer is not obligated to reshoot the products if the Shop Owner simply wanted something else without specifying those requests in the agreement.

SHOP OWNER: Please explain the brief for the collaboration photos in as much detail as possible. (Ex. color schemes, background or setup requests, editing style, modeled/flatlay/lifestyle, prop pairings, or any must-have images) *

PHOTOGRAPHER: What is your Value Per Image (VPI)* in USD? Please indicate your VPI in U.S. dollar amount (ex. if your VPI is \$40, enter "40" below) *

Must be at least \$25

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*NOTE: The VPI will determine how many images should be traded per item based on the corresponding retail value. If items are sent as a SET, the set is considered one item. If estimated shipping amount is equal to or greater than the VPI, that will count as an item in the collaboration as well. Each collaboration item (except for shipping cost when it is less than the VPI) should receive a minimum of 1 image regardless of the retail value of the item.

PHOTOGRAPHER / SHOP OWNER (Second person to sign this agreement): Based on the value of the product(s)/set(s), shipping cost, and VPI, how many images will be exchanged in total for this collaboration? *

PHOTOGRAPHER: Will extra images be made available for purchase? If yes, please disclose your rate for extras here:

PHOTOGRAPHER: Have you read and understood everything outlined in this agreement?

Mark only one oval.

Yes, I understand and agree

No

PHOTOGRAPHER: By typing your full legal name in the box below, you certify that you agree to the terms above.

SHOP OWNER: Have you read and understood everything outlined in this agreement?

Mark only one oval.

Yes, I understand and agree

No

SHOP OWNER: By typing your full legal name in the box below, you certify that you agree to the terms above.
