

Collaboration Agreement

Let's Collab - Professional Photos for Small Shops

This version of the agreement is intended for PDF signature OR printing and scanning. Please find the google form version of this agreement if you'd prefer that method of signing.

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

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

1. Products Delivered

The Shop Owner agrees to deliver the product or products for the photography collaboration in a timely manner, and especially before any photoshoot deadlines specified by the photographer at the time of 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.

The Shop Owner agrees to send the items or deliver the items personally to the photographer without requesting or demanding any monetary compensation for the delivery.

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.

4. SHOP OWNER: What products are being sent as part of the collaboration? Please indicate colors, sizes, patterns and styles wherever applicable. Indicate if anything is being sent as a SET (i.e. you want the items photographed together). Sets are considered one item by Let's Collab.

5. PHOTOGRAPHER: If the Photographer requires the products to be delivered by a certain date, indicate that here. If left blank, a two week deadline is assumed.

Example: December 15, 2012

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".

6. SHOP OWNER: What date do you require photos delivered by? If left blank, the deadline will be two weeks after products are delivered.

Example: December 15, 2012

3. Trade in Lieu of Payment

The collaboration is considered a trade of products for photography services. As such, no monetary exchange should occur 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 at any time, under any circumstances. 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. Third parties are not allowed to edit the images on behalf of the Shop Owner without the Photographer's written permission.

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.

7. 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)

8. PHOTOGRAPHER: How many images will you deliver PER PRODUCT as part of this collab? See chart for permitted ranges of images based on the retail price in USD of the item. If multiple products are sent please provide the average number of images traded per product. If items are sent as a SET, the set is considered one item.

\$0-180 | 1-5 images
\$180-210 | 1-6 images
\$210-240 | 1-7 images
\$240-270 | 1-8 images
\$270-300 | 1-9 images
\$300+ | 1-10 images

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

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

** Mark only one circle.*

YES

NO

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

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

Mark only one circle.

YES

NO

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