

Second Shooter – Independent Contractor Agreement

This Agreement is between _____ (hereafter “PRINCIPAL PHOTOGRAPHER” or “PHOTOGRAPHY COMPANY”) and _____ (hereafter “INDEPENDENT CONTRACTOR”), who is being engaged only as an independent contractor to provide services.

1. Scope of Work:

INDEPENDENT CONTRACTOR will perform photography services which may include taking pictures, digital image editing, general labor related to photography services, holding light stands, and other general services required by PRINCIPAL PHOTOGRAPHER. INDEPENDENT CONTRACTOR works only as a work-for-hire independent contractor on an as-needed basis, and is not an employee of PHOTOGRAPHY COMPANY.

PHOTOGRAPHY COMPANY is under no obligation and has made no promise of the amount of work which will be given to INDEPENDENT CONTRACTOR. PHOTOGRAPHY COMPANY will notify INDEPENDENT CONTRACTOR of when a shoot will take place on a shoot-by-shoot basis.

INDEPENDENT CONTRACTOR will provide PRINCIPAL PHOTOGRAPHER with all photos that may be taken, including photos which are digitally edited, within twenty-four (24) hours of when a shoot ends.

All work done by INDEPENDENT CONTRACTOR for PHOTOGRAPHY COMPANY is governed exclusively by this Agreement. This Agreement is in force until or unless any further written and executed amendment is created.

2. Fees:

In consideration for the photography services provided by INDEPENDENT CONTRACTOR, PRINCIPAL PHOTOGRAPHER will give due consideration. Under this Agreement, INDEPENDENT CONTRACTOR agrees to perform services at the rate of (select one):

() No payment for services. INDEPENDENT CONTRACTOR will provide services in order to obtain consideration of learning photography services as a way to gain experience. No monetary compensation will be given.

() INDEPENDENT CONTRACTOR will be paid the sum of \$_____ per hour.

() INDEPENDENT CONTRACTOR will be paid the flat fee of \$_____ for this shoot.

All payments from PRINCIPAL PHOTOGRAPHER to INDEPENDENT CONTRACTOR will be paid within fourteen (14) days of the day in which the shoot is performed.

3. Work Relationship:

PHOTOGRAPHY COMPANY and INDEPENDENT CONTRACTOR agree and understand that INDEPENDENT CONTRACTOR is an independent contractor. INDEPENDENT CONTRACTOR has no authority to bind PHOTOGRAPHY COMPANY. No portion of this Agreement or any previous or subsequent dealings should be interpreted as establishing or attempting to establish an employer-employee relationship. PHOTOGRAPHY COMPANY may terminate this Agreement and the independent contractor work at any time—ending the relationship. INDEPENDENT CONTRACTOR understands and agrees that it is entirely liable and responsible for all taxes and fees associated with any potential income which may derive from this work. PHOTOGRAPHY COMPANY withholds no taxes for INDEPENDENT CONTRACTOR.

4. Ownership of Media

All photos taken, all poses arranged, all image edits, all digital files, and any other work created by INDEPENDENT CONTRACTOR in relation to this Agreement is the exclusive and sole property of PRINCIPAL PHOTOGRAPHER. INDEPENDENT CONTRACTOR relinquishes all copyright and other intellectual property rights of any media created in relation to this Agreement to PRINCIPAL PHOTOGRAPHER.

INDEPENDENT CONTRACTOR shall not use any photos, videos, or any other media created, edited, or altered in relation to the fulfillment of this Agreement, in his or her portfolio, to advertise his or her services, or for any other reason except as allowed under Fair Use.

5. Indemnification:

5.1 – INDEPENDENT CONTRACTOR understands and agrees that PHOTOGRAPHY COMPANY may have cords, light stands, and other gear at the location. INDEPENDENT CONTRACTOR will hold PHOTOGRAPHY COMPANY harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment.

5.2 – INDEPENDENT CONTRACTOR agrees and understands that INDEPENDENT CONTRACTOR may be captured in photographs, video, or other media in the course of a shoot. INDEPENDENT CONTRACTOR agrees that PRINCIPAL PHOTOGRAPHER may use INDEPENDENT CONTRACTOR'S likeness for any commercial purpose that is not defamatory or pornographic to a reasonable person.

5.3 – INDEPENDENT CONTRACTOR understands and agrees that PRINCIPAL PHOTOGRAPHER is not liable for loss or damage of INDEPENDENT CONTRACTOR'S equipment, except for intentional torts of the PRINCIPAL PHOTOGRAPHER.

6. Duty of Client

INDEPENDENT CONTRACTOR is fully liable for all damage, loss, or liability which may occur due to INDEPENDENT CONTRACTOR'S failure to perform services under this Agreement, except for medical emergencies, or acts of God or terrorism

7. Project Requirements

INDEPENDENT CONTRACTOR shall capture all photos that may be taken in RAW format (such as .nef or .cr2 or .dng) at the highest quality and resolution setting available on the camera.

INDEPENDENT CONTRACTOR shall provide his or her own equipment.

INDEPENDENT CONTRACTOR shall perform all services in a workmanlike manner of a similar quality as expected of an experienced professional photographer. This applies to all photography, image editing, and other services to be provided under this Agreement.

8. Arbitration:

Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of _____. The arbitration shall be binding on the parties.

9. Assignability and Parties of Interest:

INDEPENDENT CONTRACTOR shall not assign, sub-contract, substitute, or hire any third party to take the place of INDEPENDENT CONTRACTOR in performance of this Agreement.

10. Entire Agreement:

This Agreement constitutes a single integrated Contract expressing the entire agreement of INDEPENDENT CONTRACTOR and PHOTOGRAPHER with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

11. Amendment and Waiver:

This Agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party.

11. Venue and Jurisdiction:

This Contract is governed by the laws of the state of _____ and federal courts in that district. INDEPENDENT CONTRACTOR and PHOTOGRAPHER agree to subject themselves to the laws of this state except for as provided in the arbitration clause. . CLIENT and PHOTOGRAPHER hereby waive the right to object to venue within this state.

12. Severability:

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

13. Headings and Subheadings:

The clause headings in the Agreement are for reference only and do not form a part of this Agreement.

PHOTOGRAPHY COMPANY Signature _____ Date: _____

INDEPENDENT CONTRACTOR Signature: _____ Date: _____