

PHOTOGRAPHER AGREEMENT

This agreement sets forth the understanding between *Producer name:* _____
Producer's Address: _____ ("Producer") and
Photographer name: _____ ("Photographer") in regards to services to be performed in
conjunction with *Program Title:* _____ ("Program").

1. Photographer Information: Name _____
(please print name as it may appear in the credits)
Address _____
Telephone _____ Soc. Sec./Fed ID # _____

2. Photo Shoot Dates: _____
Photos Due Date: _____ Time: _____

3. Fee (the "Fee"): \$ _____ inclusive of materials & expenses

4. Assignment Specifications (the "Photos" to be delivered by Delivery Date above.)

Headshots of producer(s), principal talent: _____
_____ black-and-white 35mm (or larger) negatives and contact sheets # _____
color transparencies

5. Grant of Rights

- The Photographer agrees that the Photos and all materials related to or produced by the Photographer, and/or by parties with whom the Photographer contracts concerning the preparation and creation of the Photos, are the sole and exclusive property of the Producer. Producer may use and otherwise alter at its sole discretion the Photos for all purposes in any manner. The Photographer further agrees to assign and hereby does assign to Producer any and all rights (including copyrights), which the Photographer may have or acquire in such works. The Photographer shall execute the copyright assignment simultaneously with the signing of this Agreement.
- All originals, negatives, contact sheets, slides, prints, copies, edits, and cuts of the Photos shall be the sole and exclusive property of Producer. The Photographer agrees to deliver to Producer, at the time of final payment all such materials.
- Producer shall have the right to use, exploit and otherwise alter the completed Photos in any manner or medium, now known or hereafter developed, in any territory throughout the world, in perpetuity, without limitation. Producer may freely assign rights in and to any work performed hereunder to any third party, without any further obligation to Photographer whatsoever.

6. Credit: Producer agrees to use reasonable effort to credit Photographer in connection with any exploitation of the Photos as per industry standards. No inadvertent failure on the part of Producer or Producer's assignee(s) shall constitute breach of this Agreement.

7. Right to Suspend or Terminate: Producer reserves the right to suspend or terminate Photographer's services hereunder without compensation or other obligation in the case of any breach hereof by Photographer or in the case of Photographer's illness, incapacity, default or illegal or unprofessional conduct or similar matters, labor dispute, force majeure or other disruptive event beyond the Producer's control.

8. Income Tax Reporting: Photographer warrants that he or she is an independent contractor and is not an employee of the Producer. As an independent contractor, the Photographer is responsible and liable for any income tax, unemployment insurance, FICA (Social Security), or any other payment normally associated with an employee

relationship. Any and all payments to Photographer (excluding reimbursed expenses) shall be reported to the IRS as Photographer's income, as required by the IRS.

9. Warranty and Indemnity: Photographer warrants that he or she has the right to enter into this agreement and that the representations made herein do not conflict with any other person or entity. Photographer also agrees to indemnify and hold harmless Producer from and against all claims, losses, expenses and liabilities of every kind including reasonable attorney's fees arising out of the inaccuracy or breach of any provision of this Agreement and to expressly release Producer from any and all claims arising out of the use of the Program and/or the Photos.

Photographer Name _____

Address _____

Phone: _____

Photographer Signature _____

Date _____

Producer Signature _____

Date _____