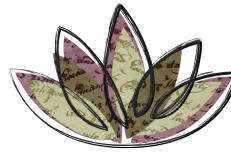


Client Name: _____

Date: _____



Velvet Lotus
photography

Contract Photographer Agreement

Contractor Name: _____

Telephone Number: _____

E-mail Address: _____

Address: _____

This agreement is between Velvet Lotus Photography, hereinafter the STUDIO, operating in the State of Indiana and surrounding areas, and an independent contractor whose name and address appears above, hereinafter the CONTRACTOR.

This agreement is effective for the wedding or event scheduled on ____/____/____.

Terms and Conditions

- 1. Position:** The CONTRACTOR agrees to work for the STUDIO as a work-for-hire independent contractor providing photography services on an 'as needed' basis. The CONTRACTOR is a freelance working for him/herself.
- 2. Assignment:** The CONTRACTOR will be notified of the job assignment and/or contract work on a case-by-case basis only. The STUDIO is under no obligation to guarantee CONTRACTOR any minimum number of contracts or any minimum number of hours. All work performed by CONTRACTOR for the STUDIO at all times shall be governed by the covenants of this Agreement.
- 3. Independent Contractor:** The CONTRACTOR and the STUDIO hereby specifically agree that CONTRACTOR is performing the services as an independent contractor and is not an employee of the STUDIO. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the STUDIO's sole discretion to terminate this Agreement at any time without cause. CONTRACTOR further agrees to be responsible for all of CONTRACTOR's federal, state and local taxes, withholding, Social Security, insurance, and all other benefits.
- 4. Payments:** In exchange for successful completion of assignments the CONTRACTOR will receive compensation. The amount of compensation will depend up the level of work performed, outlined as follows:
 - a. Wedding Assistant: \$_____
 - b. Wedding photographer (secondary): \$_____The amount shall be paid according to the following schedule:
 - a. Wedding Assistants shall be paid at the conclusion of the assignment at which they assisted.
 - b. Secondary Wedding Photographers will be paid at the conclusion of the assignment at which they provided photography services.
- 5. Timing to Complete the Assignments:** The CONTRACTOR agrees to follow the timing schedule to finish the assignments. All original files must be delivered to the STUDIO by the end of the event being photographed.

- 6. Copyright & Reproduction Rights:** The CONTRACTOR's assignment is a work-for-hire-job; as such the copyrights to the images produced by him/her belong to the STUDIO. The CONTRACTOR agrees not to sell any image taken during a contracted event from the STUDIO to any person, company, group, advertising agency or otherwise without the STUDIO's express written permission. The STUDIO grants the CONTRACTOR permission to use the images taken during a contracted event for the CONTRACTOR's personal print portfolio, website, weblog, brochures, or other advertising tools as long as the STUDIO's clients provide written permission for the CONTRACTOR to use said images. The STUDIO will seek written permission from the STUDIO's client.
- 7. Exclusivity:** The CONTRACTOR understands that he/she represents the STUDIO and not any other business while completing assignments for the STUDIO. While directly working for the STUDIO, the CONTRACTOR will not advertise his/her own business, will not solicit work for him/herself, and will only distribute the STUDIO's materials, business cards, and name. The CONTRACTOR is not bound by an exclusivity contract when not working directly for the STUDIO. The CONTRACTOR may pursue other photographic work for him/herself or other studios so long as it shall not directly compete with the STUDIO, or infringe up the STUDIO's client base.
- 8. Confidentiality:** The CONTRACTOR understands that all materials, price lists, contracts, financial documents, agreements, and other information or documents that are given to him/her in the scope of his/her assignments are the exclusive property of the STUDIO and are privileged and confidential information. The CONTRACTOR agrees not to reveal this information to anyone, nor to use this information to the detriment of the STUDIO, including to circumvent or to undercut sales. The CONTRACTOR agrees that all materials as described above must be returned to the STUDIO at such time as this or any subsequent contract or agreement ends.
- 9. Liability:** The CONTRACTOR warrants that he/she will perform when booked for a photographic assignment, and that he/she is liable for any loss or other financial liability suffered by the STUDIO due to failure to perform other than a documented medical emergency or an "Act of Nature". The STUDIO is not liable for any loss or damage to the CONTRACTOR's equipment under this contract.
- 10. Equipment:** The CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the assignments. This excludes his/her own media cards to photograph with as the media cards will be provided by the STUDIO. The STUDIO requires that weddings be photographed in digital RAW file format and that all original digital RAW files are relinquished to the STUDIO upon completion of the contracted job.
- 11. Litigation:** In the event STUDIO files suit to enforce any term or condition herein, STUDIO is entitled to expenses of litigation including reasonable attorney fees.

This agreement constitutes the full agreement of the parties. Any modification of this agreement must be in writing and signed by both parties. If any provision of this agreement is declared invalid, than the remainder or the agreement will remain in force and intact. The laws of the State of Indiana govern this agreement.

I have read and agree to the preceding terms and conditions:

X _____
Contractor Signature and Date

X _____
Velvet Lotus Photography Representative and Date