



## [Your Business Name] Second Shooter Agreement

### TERMS

This agreement is between "[Your Name]" (Photographer), and "[Name of Second Shooter]" (Contractor).

### PARTICIPANTS

Second Shooter

[Name of Second Shooter]

[Email]

Photographer

[Your Name]

[Email]

### EVENTS

[Last Name] Wedding

XX/XX/XX, X-Xpm

At [Name of Venue]

### AGREEMENT

**Event:** Contractor agrees to work for Photographer as an independent contractor, providing photography-related services on date in location.

**Assignment:** This assignment, as well as any future assignments, is and will be contracted on a case-by-case basis only. Photographer is under no obligation to guarantee Contractor any minimum number of contracts or any minimum number of hours. All work performed by Contractor for Photographer shall be governed by the covenants of this Agreement.

**Independent Contractor:** Photographer specifically agrees that Contractor is performing the services as an independent contractor and is not an employee of Photographer. Nothing in this Agreement should be construed as creating an employer- employee relationship. Contractor further agrees to be responsible for all of his/her own federal and state taxes, withholding, social security, insurance, and all other benefits.

**Compensation:** Contractor shall be paid \$X/hr upon successful transfer of all digital files to Photographer. Total time should be X hours total, but Photographer will pay up to an extra hour if timing changes for some reason. Payment for travel to and from the venue or any other travel-related expenses are not covered by Photographer and are to be paid by the Contractor, if applicable.

**Delivery of Images:** Contractor agrees to cull images to the top choices and transfer all photos he/she took at the listed event within two weeks from the event date. Contractor is responsible for possessing his/her own memory cards and shall make those cards available to Photographer for download to hard drive immediately upon completion of the event.

**Copyright & Reproduction Rights:** The Contractor's assignment is work for hire. As such, the copyrights of the images produced by him/her belong to Photographer. Contractor agrees not to sell any image taken during the contracted event to any person, company, group, advertising agency, or otherwise, without Photographer's express written permission. Photographer grants Contractor permission to use the images taken during the contracted event for Contractor's professional use in the following manner:

- Print portfolio at will
- Website (including but not limited to blog, Facebook, Twitter, etc.) after one (1) months from date full gallery is delivered to the client (Contractor will be notified once this has been completed).
- Web use shall include an accompanying "Photographed for Amba Creative" credit line. Images posted should only be the images that Contractor photographed themselves, not any images taken by Photographer. Any use that exceeds this limited scope is strictly prohibited.

**Exclusivity:** Contractor understands that he/she represents Photographer and not any other business while completing assignments for Photographer. While directly working for Photographer, Contractor will not advertise his/her own business, will not solicit work for him/herself, and will only distribute Photographer's business cards, name, and marketing materials. Contractor is not bound by an exclusivity agreement when not working directly for Photographer. Contractor may pursue other photographic work for him/herself or other studios, as long as it shall not directly compete with Photographer, infringe upon Photographer's client base, or solicit Photographer's clients, either directly or indirectly.

**Confidentiality:** 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 Photographer, and are privileged, confidential information. Contractor agrees not to reveal this information to anyone, nor to use this information to the detriment of Photographer in any way.

**Liability:** Contractor warrants that he/she is liable for any loss or any other financial liability suffered by Photographer due to a failure to perform, other than a documented medical emergency or "Act of Nature." Photographer is not liable for any loss or damage to Contractor's equipment under this contract.

**Equipment:** Contractor is responsible for providing all of his/her own equipment with which to complete the assignment. Photographer will not supply memory cards to Contractor. Contractor should take pictures using the raw format provided by the DSLR/mirrorless camera used.

**Responsibilities:** Responsibilities of Contractor include but are not limited to the following:

- taking pictures of events, details, and people
  - [Details of second shooter's specific responsibilities]
- holding and/or carrying lighting and other equipment
- directing people
- independently capturing moments of the day
- attending to other photography-related details

The agreement constitutes the entire agreement between 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, then the remainder of the agreement will remain in force and effect.

**By signing, you (the Client) agree to these terms and conditions.**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photographer Signature: \_\_\_\_\_ Date: \_\_\_\_\_