

## PHOTOGRAPHER WORK FOR HIRE CONTRACT

This agreement is between GUYER PHOTOGRAPHY (Photographer), and \_\_\_\_\_(NAME)\_\_\_\_\_ (Contractor), an independent contractor whose full name, address, and phone number appear at the bottom of this document.

**1. Event:** Contractor agrees to work for Photographer as an independent contractor, providing photography-related services on \_\_\_\_\_(DATE)\_\_\_\_\_ at \_\_\_\_\_(PLACE)\_\_\_\_\_.

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

**3. Independent Contractor:** The Contractor and Guyer Photography specifically agree that the Contractor is performing the services as an independent contractor and is not an employee of Guyer Photography. Nothing in this Agreement shall 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.

**4. Compensation:** Contractor shall be paid the amount detailed in this paragraph **UPON SUCCESSFUL TRANSFER OF ALL PHOTOS TO PHOTOGRAPHER.**

FLATE RATE FOR ENTIRE EVENT: \_\_\_\_\_

HOURLY RATE (UP TO \_\_\_\_\_ HOURS): \_\_\_\_\_

OVERTIME RATE (PER HOUR): \_\_\_\_\_

**5. DELIVERY OF IMAGES:** Contractor agrees to transfer all photos he/she took at the listed event immediately upon completion of the event. If Contractor used his/her own memory cards, he/she shall make those cards available to Photographer for download immediately upon completion of the event. Photographer will supply memory cards to Contractor for use at the event, and Contractor agrees to return all memory cards-- used and unused-- to Photographer immediately upon completion of the event. As already stated in Paragraph 4, Contractor shall be paid for his/her services only upon successful transfer of all photos and/or memory cards to Photographer.

**6. Copyright & Reproduction Rights:** The Contractor's assignment is work for hire. As such, the copyrights of the images produced by him/her belong to Guyer Photography. 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. Guyer Photography grants Contractor permission to use the images taken during the contracted event for Contractor's professional use in the following manner: **Print portfolio immediately, website (including but not limited to blog, Facebook, Twitter, etc.) after six (6) months from date of event. Web use shall include an accompanying "Photographed for Guyer Photography" credit line. Any use that exceeds this limited scope is strictly prohibited.**

**7. Exclusivity:** Contractor understands that he/she represents Guyer Photography and not any other business while completing assignments for Guyer Photography. While directly working for Guyer Photography, 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 Guyer Photography. Contractor may pursue other photographic work for him/herself or other studios, as long as it shall not directly compete with Guyer Photography, infringe upon Guyer Photography's client base, or solicit Guyer Photography clients, either directly or indirectly.

**8. 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 Guyer Photography, and are privileged, confidential information. Contractor agrees not to reveal this information to anyone, nor to use this information to the detriment of Guyer Photography in any way.

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

**10. Equipment:** Contractor is responsible for providing all of his/her own equipment with which to complete the assignment. Guyer Photography will supply as many memory cards as necessary for Contractor to complete the assignment.

The agreement constitutes the entire agreements 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. This agreement is governed by the laws of the State of Georgia.

This \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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JEFFREY GUYER for GUYER PHOTOGRAPHY  
Street Address  
City, State, Zip  
Phone Number

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CONTRACTOR  
Street Address  
City, State, Zip  
Phone Number