



ABN: 27 663 483 723

Photo West

www.photowest.com.au - 1800 779 606

Second Shooter Contract Assistant Contract

Contractor Name: _____

Address: _____

Telephone Number: _____

Email: _____

This agreement is between Photo West, hereinafter the PRIMARY and an independent contractor whose name and address appears above, hereinafter the CONTRACTOR. This agreement is effective ___/___/___ and will continue in effect for a period of ___ months or until such time as either party cancels the agreement in writing.

1. Position

The CONTRACTOR agrees to work for the PRIMARY 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 PRIMARY is under no obligation to guarantee CONTRACTOR any minimum number of contracts or any minimum number of hours. All work performed by the Contractor for the PRIMARY at all times shall be governed by the covenants of this Agreement.

3. Independent Contractor

The CONTRACTOR and the PRIMARY hereby specifically agree that CONTRACTOR is performing the services as an independent contractor and is not an employee of the PRIMARY. 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 PRIMARY's sole discretion to terminate this Agreement at any time without cause.

4. Payments

In exchange for successful completion of assignments the CONTRACTOR will receive compensation. The amount of compensation will depend upon the level of work performed, outlined as follows:

i) Wedding Assistant: \$_____

ii) 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 PRIMARY by the end of the event being photographed. All original files are to be downloaded onto the laptop computer of the PRIMARY by the end of the assignment. It is CONTRACTOR's responsibility to be sure that his/her files are securely downloaded. In the event that not enough time was allotted to download files throughout the course of the assignment, than CONTRACTOR agrees to deliver original, un-retouched files to the PRIMARY in one week's time, via electronic media.

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 PRIMARY. The CONTRACTOR agrees not to sell any image taken during a contracted event from the PRIMARY to any person, company, group, advertising agency or otherwise without the PRIMARY's express written permission. The PRIMARY 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.

7. Exclusivity

The CONTRACTOR understands that he/she represents the PRIMARY and not any other business while completing assignments for the PRIMARY. While directly working for the PRIMARY, the CONTRACTOR will not advertise his/her own business, will not solicit work for him/herself, and will only distribute the PRIMARY's materials, business cards, and name. The CONTRACTOR is not bound by an exclusivity contract when not working directly for the PRIMARY. The CONTRACTOR may pursue other photographic work for him/herself or other PRIMARYs so long as it shall not directly compete with the PRIMARY, or infringe upon the PRIMARY'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 PRIMARY 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 PRIMARY, including to circumvent or to undercut sales. The CONTRACTOR agrees that all materials as described above must be returned to the PRIMARY 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 assign-

ment, and that he/she is liable for any loss or other financial liability suffered by the PRIMARY due to failure to perform other than a documented medical emergency or an "Act of Nature". The PRIMARY 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 includes providing his/her own media cards to photograph with. The PRIMARY requires that weddings be photographed in digital RAW file format and that all original digital RAW files are relinquished to the PRIMARY upon completion of the contracted job.

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, then the remainder of the agreement will remain in force and intact.

I Have Read And Agree To The Preceding Terms And Conditions:

Contractor Signature / Date

Primary Signature / Date

