

## **FIRST SHOOTER AGREEMENT**

This First/Second Shooter Agreement (from now on, we'll refer to this as the "Agreement") is entered into as of the 03/10/2018 (referred to now as "Effective Date") by and between Perla Photography and Cassandra Van Der Heyden, (referred to "Associate Photographer" and together with First Shooter, "the Parties") and it is valid for all the weddings listed on this web page in which the Associate Photographer is listed as "first shooter".

### **Services to be rendered**

The Parties agree that the Associate will perform the following services for or on behalf of Perla Photography ("Services"):

- To attend and take photographs at weddings that are assigned to you in this web page as First Photographer according to our work schedule, hereby known as ("Assigned Weddings");
- To take photographs of the Assigned Weddings as is appropriate;
- Photographs taken will be added to Perla Photography portfolio and displayed in blogs as needed, but may not be used in your own portfolio, website, blog, submissions, social media, etc.
- To meet the couples in the studio, if needed

While performing the Services, you agree:

- To perform with the highest level of service, allowing Perla Photography to handle all client issues
- To provide quality Photographs with properly used settings.
- To introduce yourself as being with Perla Photography and not promote your own photography business in any way.
- To perform the Services during the entire contracted period.

### **Hired Contract Terms**

This Agreement begins as of the Effective Date and is effective for all weddings in this web page in which the Associate Photographer is listed as First Shooter. If any party wishes to terminate or not renew the agreement, a 30 day written notice by either Party to the other is required. Despite any termination of this Agreement, Associate agrees to fulfil all Assigned Weddings under contract unless otherwise negotiated. After termination, any and all monthly service fees will cease.

### **EQUIPMENT**

You will use your own photography equipment unless otherwise needed. The following equipment is required at each wedding: full frame camera, a prime lens, a wide angle lens, off camera flash and all needed batteries fully charged. The Associate will use SD cards provided by Perla

Photography. In the event that you end up using Perla Photography's equipment, you agree to treat all other equipment with due care, including to never leave the photography equipment unattended, especially out of sight or in an area where it may be damaged. Any equipment that is damaged as a result of negligence or fault of the associate will need to be replaced or repaired.

### **COPYRIGHT**

The Associate acknowledges and agrees that the Photographs and all rights therein, including the copyrights to the Photographs, will be used and owned by Perla Photography. Images taken by Associate during the term of this agreement and any time prior will remain a part of Perla Photography's portfolio, website, blog or any other marketing or advertising venue. Associate agrees to not share, post or use any photographs taken during this term on behalf of Perla Photography and may not use them for business purposes; either on a website, blog, or online portfolio – at any point during or after the termination of this agreement. Any images taken by the Associate and included as part of a submission or publication will list Perla Photography as the photographer.

### **RELATIONSHIP OF PARTIES**

The parties agree that the Associate is a self-employed, independent contractor. This Agreement is not an employment agreement, nor does it constitute employment or a partnership.

### **IDEMNIFICATION**

Associate agrees to indemnify, defend, and hold harmless us against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses, arising from Associate's performance of the services pursuant to this Agreement.

### **TRANSFER OF AGREEMENT**

A Party may not assign or transfer this Agreement or any contracted weddings to a third party at any time.

### **NONDISCLOSURE**

Associate agrees to refrain from disclosing any company assets or trade secrets, including but not limited to client lists, wedding dates, operation methods, pricing details, contracts and similar verbiage, editing methods, or other confidential information. Associate agrees to take reasonable security measures to prevent any accidental disclosure of this information..

### **NON-COMPETITION**

Associate agrees to not solicit or promote her own wedding photography or another photographer's services, or accept employment by, or render

professional services to, any person or organization that is or has been our client or client's guest during the term of this Agreement and for the reasonable period of 5 year thereafter. Any bookings or income received from a client contracted to associate through Perla Photography must be processed directly by Perla Photography's accounting.

### **PAYMENT TO ASSOCIATE**

In full and final consideration for the rights granted to us in this Agreement, we will pay Associate per project/wedding \$700.

This includes:

- A 7 hours wedding day coverage
- Meeting in Mornington, shall the couple require it

Additional per hour rate to increase to a rate suitable as a 1st shooter, as discussed

Shall the wedding last longer than 7 hours the Associate will be paid \$50 per hour.

Shall the wedding be located further than 2 hours from Mornington, the parties will establish an agreed compensation when the couple books. This compensation will be written next to the wedding date in this web page.

### **No Reimbursement of Expenses**

Second Shooter shall be responsible for expenses incurred in performance of Services, including, but not limited to, travel expenses, toll road fees, parking fees, meals, equipment costs, rental fees and repair costs.

### **REQUIRED ATTENDANCE AND PENALTY**

Should you, for any reason (aside from acts of God or severe proven illness), not attend the committed weddings/sessions, you agree to pay a penalty fee of \$700, which will go towards refunding the couple of their wedding.

### **No Fringe Benefits**

The associate understands that she is not eligible to participate in any of Perla Photography employee benefit programs, including pension, profit sharing, health care, vacation pay, sick pay, or other fringe benefit plan.

### **No Workers' Compensation Insurance**

Associate Photographer acknowledges and agrees that Perla Photography is not responsible for payment of workers' compensation insurance since the relationship is that of an independent contractor. In light of this, it is highly recommended that the Associate get her own policies of business insurance since Perla Photography is not responsible for maintaining insurance coverage for independent contractors.


This also means that Perla Photography is not to be held responsible in case the Associate gets hurt and for any physical damage during business hours and from location to location. Additionally, Perla Photography is not responsible in the event of the Associate's gear getting damaged and or lost and or stolen during the working hours and from location to location.

**MISCELLANEOUS**

This Agreement incorporates the entire understanding of the parties. Any modifications to this Agreement must be in writing and signed by all parties. If any provision of this Agreement is held to be invalid or unenforceable by law, the validity of this Agreement in whole shall not be affected, and the other provisions of the Agreement shall remain in full force and effect. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party or parties waiving the breach. The paragraph, section, and article headings used in this Agreement are intended solely for convenience and reference and shall not in any manner amend, limit, modify, or otherwise be used in the interpretation of any of the provisions of this Agreement.

THE PARTIES HAVE READ AND UNDERSTAND THE ABOVE AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Associate:

  
\_\_\_\_\_  
Signature  
Cassandra Van der Heyden 14/1/19  
\_\_\_\_\_  
Printed Name

Perla Photography Dated: 03/10/2018 Laura Newton