

# FIRST/SECOND 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, (referred to as "First Shooter") and Cassandra Van Der Heyden, (referred to "Second Shooter" and together with First Shooter, "the Parties") and is valid for all the weddings listed on this web page in which the Second Shooter is listed as "second shooter"

Second Shooter acknowledges and agrees that she is able to perform, and shall perform for First Shooter, services in connection with First Shooter's wedding and event photography business.

First Shooter wishes to retain Second Shooter to provide services, subject to the terms and conditions listed here.

The Parties do hereby agree to the following terms and conditions:

## **Services**

The amount of hours and the locations agreed by the parties before the wedding.

Images: First Shooter will give a memory card to Second Shooter at the beginning of the day and will collect it at the end. All the images will be owned and edited by First Shooter. Under no circumstances Second Shooter is to share the images under her own name.

Camera equipment expectations: full frame camera

Off camera equipment expectations: at least 1 lens + off camera flash

If for any reason you don't have the equipment on the day, please let me know 1 month in advance and I will arrange gear for you

## **Term**

This Agreement begins as of the Effective Date, and is effective for all above weddings. If either party wants to terminate the Agreement, please do so a month prior to the event by sending an email as documentation for both Parties.

In case of sickness of unforeseeable circumstances the Second Shooter shall find a reliable photographer to perform the services that she was expected to perform. The chosen person will automatically fall under this Agreement.

## **Payment**

First Shooter shall compensate Second Shooter for the Services at the rate of \$40 per hour and \$50 for travel expenses (fuel/timing/tolls)

### **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.

### **No Guarantee of Work**

This Agreement is not a guarantee of work by First Shooter to Second Shooter. This Agreement shall only state the Services to be provided by Second Shooter as requested by First Shooter.

### **Independent Contractor Status**

Second Shooter is an “Independent Contractor” and not an employee of First Shooter.

### **Non-Exclusive Agreement**

This Agreement is non-exclusive; First Shooter may hire other people to provide similar services as being provided by Second Shooter. Second Shooters may provide services to third parties as well.

### **Works Created Pursuant to the Agreement**

In exchange for payment, Second Shooter transfers ownership in full of all original works and intellectual property created by Second Shooter during the course of completing the Services for First Shooter.

### **No Fringe Benefits**

Second Shooter understands that she is not eligible to participate in any of First Shooter's employee benefit programs, including pension, profit sharing, health care, vacation pay, sick pay, or other fringe benefit plan.

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

Second Shooter acknowledges and agrees that First Shooter 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 Second Shooter get her own policies of business insurance since First Shooter is not responsible for maintaining insurance coverage for independent contractors.

This also means that Perla Photography is not to be held responsible in case

second shooter 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 second shooter's gear getting damaged and or lost and or stolen during the working hours and from location to location.

**Second Shooter's Duty of Confidentiality**

Second Shooter agrees that she will not, at any time, use or disclose any of First Shooter's Confidential Information or any materials or information which First Shooter should reasonably expect to be confidential, including personal information related to First Shooter's clients. Second Shooter agrees that all Confidential Information is, and shall remain, the sole property of First Shooter. Upon request, Second Shooter shall promptly return to First Shooter all materials containing or otherwise pertaining to Confidential Information.

First shooter will own copyright of all images and videos.

**First Shooter's Physical Property & Documents**

Upon request, Second Shooter shall promptly return to First Shooter all property belonging to First Shooter, including any cameras, lenses, film, image files, memory cards and other photography equipment or supplies; computers, office supplies, equipment, books, files or any other physical items owned by First Shooter that are in the possession of Second Shooter.

*Modification or Amendment.* Any modification or amendment to this Agreement requires the mutual agreement of the Parties, and must be made in writing and signed by all Parties.

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

*Second Shooter:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

*Perla Photography* Dated: 03/10/2018 Laura Newton