

FREELANCE PHOTOGRAPHY/VIDEOGRAPHY AGREEMENT

This Freelance Photography/Videography Agreement ("Agreement") is made and entered into this ____ day of _____, _____ ("Effective Date") by and between Pratt Institute, a New York education corporation with a principal place of business at 200 Willoughby Avenue, Brooklyn, New York 11205 ("Pratt") and _____, an independent contractor whose principal place of business is _____ ("Photographer", "Videographer").

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Purpose. This Agreement constitutes the standard terms and conditions under which Photographer/Videographer shall perform photography/videography assignments ("Assignments") for Pratt. The specific requirements for each Assignment shall be described on separate assignment sheets ("Assignment Sheet"), a sample of which is attached hereto as Exhibit A. Each Assignment Sheet accepted by Photographer/Videographer and together with this Agreement shall constitute the terms and conditions of each Assignment. The existence of this Agreement does not guarantee any or a certain number of Assignments.

2. Performance of Photography/Videography Services. Photographer/Videographer agrees to perform the photography/videography services and provide all materials, tools, and supplies applicable to the provision of such services (collectively, the "Services") for each Assignment. Unless otherwise agreed to in writing by Pratt, Photographer/Videographer is responsible for all expenses and providing all equipment, lighting, film, props, support staff, studio use or rental, and all other resources necessary to complete each Assignment in accordance with the corresponding Assignment Sheet. Photographer/Videographer shall arrange for and provide his or her own transportation as required.

Photographer/Videographer shall perform the Services of each Assignment in a professional manner and shall deliver all photographs/videos taken on assignment to Pratt as either digital files, analog film, or in any other form or media as required by the respective Assignment Sheet. Photographer/Videographer shall ensure that all recognizable individuals depicted in any photographs/videos sign a release, a sample of which is attached hereto as Exhibit B. Photographer/Videographer shall submit such photographs/videos together with any releases and any relevant information, including, but not limited to, captions, names, dates, and location, as required by each Assignment Sheet, to Pratt by the date as set forth in the respective Assignment Sheet.

3. Access to Pratt Campus. Unless otherwise authorized by a separate written permission, Photographer/Videographer is limited to public access areas of the Pratt campus in performing the Services. This Agreement does not grant Photographer/Videographer access to any restricted areas, including, but not limited to, dormitories, construction areas, rooftops, catwalks, and any other areas designated by Pratt as restricted or hazardous.

4. Terms of Payment. Following completion of the Services and compliance with all of the

terms of each Assignment, Pratt shall pay to Photographer/Videographer the sum set forth in the respective Assignment Sheet. All taxes and insurance (including worker's compensation insurance, if applicable) of any kind whatsoever are the sole responsibility of Photographer/Videographer. In the event of any breach of this Agreement by Photographer/Videographer, no payment shall be due or owed by Pratt, and Photographer/Videographer shall be liable for any and all damages suffered and/or incurred by Pratt as a result of Photographer's/Videographer's breach. Photographer/Videographer agrees to provide Pratt with a completed standard IRS form W-9 prior to receiving payment from Pratt unless such W-9 is already on file and Photographer's/Videographer's legal reporting status has not changed.

5. Term. This Agreement shall commence as of the Effective Date and shall continue until terminated by either party giving thirty (30) days prior written notice to the other party of its intention to terminate the Agreement. Termination or expiration of this Agreement shall not affect any prior licenses or rights previously granted pursuant to this Agreement.

6. Indemnification. Photographer/Videographer shall defend, indemnify and hold harmless Pratt, its trustees, directors, officers, agents, employees and students ("Indemnified Parties") from and against any and all inter-party and/or third party demands, claims, lawsuits, assessments, judgments, settlements, fines or expenses including costs and reasonable attorneys' fees (or upon the option of the Indemnified Party, Photographer/Videographer shall provide a defense to the Indemnified Party) ("Losses") which result from the negligence or intentional misconduct of Photographer/Videographer, its employees, contractors, agents or representatives arising under this Agreement.

Photographer/Videographer hereby warrants and represents that each Assignment will be an original work of Photographer/Videographer. Photographer/Videographer shall defend, indemnify and hold harmless Pratt from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any alleged defamation, invasion of privacy, or infringement of copyright, trademark, service mark, or any other intellectual property rights, arising from or related to any Assignment. The terms of this Section shall survive the expiration, termination, and cancellation of this Agreement.

7. Insurance. Photographer/Videographer shall maintain comprehensive general liability insurance, through a reputable carrier licensed to do business in the State of New York, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Photographer/Videographer will provide Pratt with satisfactory proof of insurance prior to providing any Services. Photographer/Videographer shall immediately notify Pratt in writing of any lapse, cancellation, or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination, and cancellation of this Agreement.

8. Representations and Warranties. Photographer/Videographer represents and warrants that he or she has the legal right and authority to enter into this Agreement in his or her individual capacity and/or as an officer or authorized representative of the entity contracting with Pratt for Photographer's/Videographer's services. Photographer/Videographer represents and warrants

that he or she is and shall be the sole author and creator of the photographs, images, videos, and/or any other deliverables created or produced pursuant to the Assignment Sheet (collectively, "Images"), that the Images are original and do not infringe on the rights of privacy or publicity or any statutory or common law copyright, trademark or other intellectual property rights, defame any third party, or violate any other third party right.

9. Laws, Rules and Regulations. Photographer/Videographer agrees to abide by all of Pratt's policies, rules, and regulations and all laws, ordinances, rules, orders and regulations of federal, state, and local governments that are applicable in any way to the provision of the Services by Photographer/Videographer and/or the use of Pratt property. Photographer/Videographer understands and agrees that any violation of the Pratt's rules and regulations by Photographer/Videographer shall constitute a material breach of this Agreement.

10. Copyright. Unless otherwise provided for in the respective Assignment Sheet, copyright to all the Images/Video shall be held by Photographer/Videographer with the following restrictions:

- A. Photographer/Videographer grants Pratt an exclusive, irrevocable, and unlimited right to use, re-use, alter, distribute, publish, re-publish, license, assign, and create derivative works of the Images/Video for the purposes of promoting Pratt.
- B. Photographer/Videographer shall have the right to use all Images/Video for personal and non-commercial promotional purposes (e.g., in his or her portfolio or on his or her website) with the prior written approval of Pratt.
- C. Photographer/Videographer shall not use, re-use, alter, sell, distribute, publish, re-publish, license, assign, create derivative works or promote any Image/Video under Photographer's/Videographer's own name or in contravention of Pratt's exclusive rights except as otherwise provided for herein;
- D. Photographer/Videographer agrees that at no time will Pratt's name, trademarks, service marks, logos, symbols, buildings, or unit names be used in commercials, advertisements, or any other publication or broadcast without Pratt's prior written approval.

11. Control. Photographer/Videographer retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. Pratt retains only the right to control the ends by providing art direction and general instructions to ensure conformity with the Terms of the particular Assignment. Photographer/Videographer is an independent contractor. This Agreement does not create any agency, employment, joint employer, joint venture, or partnership between Photographer/Videographer and Pratt. Neither party will have the right, power, or authority to act for the other in any manner whatsoever. Photographer/Videographer is responsible for any and all income or other tax liabilities resulting from any payments hereunder.

12. Choice of Law. This Agreement shall be construed in accordance with the laws of the

State of New York without regard to principles of conflict of laws. Any dispute hereunder, unless settled by the Parties, shall be resolved by legal action in courts located in Kings County, New York.

13. Assignment and Amendments. This Agreement may not be assigned by Photographer/Videographer without the written consent of Pratt. Any use of agents or subcontractors by Photographer/Videographer must be approved in advance, in writing, by Pratt. This Agreement may not be amended by either party except by a written amendment executed by a duly authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective family members, heirs, executors, administrators, representatives, dependents, successors, affiliates, and assigns.

14. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

15. Conflicts. In the event a conflict arises between the terms and conditions set forth in this Agreement and any exhibits, attachment, or Assignment Sheet attached hereto, the terms set forth in this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Pratt Institute

By: _____
Name: Edmund Rutkowski
Title: Vice President for Finance and
Administration

Photographer/Videographer:

By: _____
Name:
Title:

EXHIBIT A

FREELANCE PHOTOGRAPHY/VIDEOGRAPHY ASSIGNMENT SHEET

Photographer/Videographer: _____ Date: _____

Description of Assignment: _____

Rate or Fee for Assignment: _____

Media: ☐ Film ☐ Digital ☐ Other: _____

Special Instructions: _____

Agreed and Accepted:

PHOTOGRAPHER/VIDEOGRAPHER

PRATT INSTITUTE

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT B

PHOTOGRAPHIC/VIDEOGRAPHIC CONSENT AND RELEASE FORM

I hereby authorize Pratt Institute ("Pratt"), and those acting pursuant to its authority to:

- (a) Record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium.
- (b) Use my name in connection with these recordings.
- (c) Use, reproduce, exhibit or distribute in any medium (e.g. print publications, video tapes, CD-ROM, Internet/WWW) these recordings for any purpose that Pratt, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts.

I hereby release Pratt and those acting pursuant to its authority from liability for any violation of any personal or proprietary right I may have in connection with such use. I understand that all such recordings, in whatever medium, shall remain the property of Pratt. I have read and fully understand the terms of this release.

Name: _____

Address: _____

Street _____

City _____

State _____ Zip _____

Phone: _____

Signature: _____ Date: _____

Parent/Guardian Signature (if under 18):

_____ Date: _____