

Sample Independent Contractor Agreement

This agreement is made this ____ day of _____, 20____ between
_____ (STUDIO) and _____ (CONTRACTOR).

Assignment. In exchange for adequate and valuable consideration, Contractor agrees to complete the following assignment:

Event Name and Type: _____
Event Location: _____
Date: _____
Assignment Start Time: _____

Performance Schedule. The Contractor shall abide by the following schedule for the above mentioned assignments:

Film or Media Card Pick-up: _____
Assignment Date and Time: _____
Film or Media Card Delivery: _____

Duration. The effective term of this agreement will begin upon signing by both the Contractor and Studio. This agreement shall conclude upon the contractor's completion of duties under the agreement.

Payment. In exchange for successful completion of this assignment the Contractor will receive payment of _____. The amount shall be paid according to the following schedule _____

All other terms and conditions of this agreement, including assignment of copyright, are on page two of this agreement.

Photographer
Studio Name
Studio Address
City, State Zip Code
Phone Number

Contractor
Contractor Address
City, State Zip Code
Phone Number

Terms and Conditions

1. Contractor agrees and acknowledges that this agreement does not create an employment relationship with the studio, nor does it make the Contractor a partner, co-adventurer or agent of the Studio for any purpose.
2. Contractor assigns the copyright in all works created as a result of, or ancillary to, this agreement to the Studio. Contractor also agrees that it shall not retain any film, digital media, photographic prints or electronic files related to the performance of this contract unless it obtains written permission from Studio.
3. Contractor acknowledges that during his or her completion of the contract, that Contractor may be exposed to certain confidential information, including, but not limited to, customer and prospect lists. Contractor agrees not to disclose any of this information to any third party, nor shall Contractor use such knowledge to its own advantage either during the term of this agreement or any time thereafter.
4. In the event that an assignment is cancelled, the Studio will provide notice to the Contractor as soon as practicable.
5. Contractor certifies that he or she has business liability insurance and malpractice insurance (or its equivalent) in an amount sufficient to cover any foreseeable damages related to its performance of this contract.
6. Contractor further agrees to defend studio in any action arising out of law or equity and to fully indemnify the Studio for damages related to Contractor's performance of this contract. Contractor acknowledges that in addition to regular damages related to a failure to perform this contract, Contractor may also be liable to Studio for consequential damages such as lost business opportunities.
6. Contractor may not assign or delegate any of its rights or responsibilities under this agreement to a third party.
7. Waiver of any term of this agreement by either of the parties shall not be considered a continuing waiver.
8. Any modification of this agreement must be in writing and signed by both parties.
9. This agreement constitutes the full agreement of the parties.
10. 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:

Studio Initial

Contractor Initial