

# FREELANCE PHOTOGRAPHER AGREEMENT

This Independent Contractor Agreement made on [REDACTED], By and between:

Talent Media Publishing ( "Company") and

[REDACTED] ("Freelance Photographer").

**Whereas**, Freelance Photographer is an independent contractor willing to provide certain skills and abilities to the Company that the Company has a demand and need.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Company and Photographer agree as follows:

**1. Work Status.** The Company hereby contracts the Photographer as an independent contractor, and the Photographer hereby accepts such contract.

**2. Start Date.** The term of this Agreement shall commence on [REDACTED], Either party may, without cause, terminate this Agreement by giving 30 days written notice to the other.

**3. Services Provided.** The Photographer shall provide the following services:

- Company requires a MINIMUM of 15 Models for the redaction of Special Editions Magazines. Models contact information must be included in the photos submission.
- Company requires a MINIMUM of 6 photos per Models. Models can be of any Ages, any Levels and any Skills.
- Photographer must ensure Models know that they will be published in the magazine, and this is NOT a personal photoshoot. Parental approval must be acquired for underage Models.
- Photos not required to be Artistically edited, this is mainly Photo-Journalism type
- Photos must be High Resolutions (Minimum 2000 Pixels). Focused and Color balanced. Background preferably blurred / Out-of-Focus.
- Action Photos preferred. Awards and Podium photos also accepted. Do not crop the photos too much. We need space around the subject especially for the cover.

**4. Compensation & Copyrights.** The Company shall compensate the Photographer as follow:

- Payment as per Annex A.
- Photographer hereby keeps all photos copyright ownerships and can use the photos as desired. The Company does not require exclusivity. Photographer grants to the Company the full and unconditional usage rights to use and reuse the photos, in any way the Company sees fit for the purpose of the magazines and their promotions.

**5. Travel Expenses.** The Photographer's travel expenses shall not be reimbursed by the Company, and are considered as Photographer business expense, unless otherwise agreed in writing.

**6. Promotional Materials.** The Company promotional materials, including but not limited to business cards, T-Shirts and banners, are available for FREE to Photographer. The initial costs paid by Photographer will be reimbursed on the first compensation payment. Photographer shall be responsible for the shipping costs. Other promotional materials may be approved in advance by the Company.

**7. Other Business Activity.** The Photographer is considered as a freelance and can engage in other business opportunities.

**8. Unplanned Events.** If for reasons beyond the control of the Company and Photographer should affect this Agreement, this Agreement shall terminate immediately. Such events include, but are not limited to, illness, incapacitation, death, or other "Acts of God".

**9. Relationship Defined.** Nothing in this Agreement shall indicate the Photographer is a partner, agent, or employee of the Company.

**10. Final Agreement.** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

**11. Legal Notice.** All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address listed below:

Company Address: 4270 Jean Talon Suite 101, Montreal Qc Canada, H1S 1J7  
Photographer's Address: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**Company Signature :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Robert Boulanger**

**Photographer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name :** \_\_\_\_\_

## **ANNEX A : COMPENSATION**

- Base salary CDN\$2,000/month (20 Special Edition Magazines submissions required)
- Base salary CDN\$4,000/month (40 Special Edition Magazines submissions required)
- Base salary CDN\$6,000/month (60 Special Edition Magazines submissions required)
- Or CDN\$100 per Special Edition Magazines submissions

**ONLY SUBMISSIONS RECEIVED FROM CANADA & UNITED STATES** with your promo code will count,  
unless otherwise agreed upon