



PHOTOGRAPHER/VIDEOGRAPHER SERVICES AGREEMENT

This Photography/Videography Services Agreement (this "Agreement"), dated as of ____, 20__, is made and entered into by and between Babson College ("College"), on behalf of its _____, and _____ ("Vendor").

RECITAL:

College and Vendor desire to enter into this Agreement to provide for each party's responsibilities with respect to the photography and/or videography services more fully described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

AGREEMENTS

In consideration of the recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Engagement; Scope of Services.** Vendor shall provide to the College the Services described on **Exhibit A** to this Agreement, including, without limitation, the creation, development and delivery of the photographic, video production services, graphic, pictorial and other means of creative expression(s) of, about and/or relating to College, and/or any of its programs, events, faculty, staff, students and/or guests (collectively, the "Work Product"). The College shall establish the goals to be achieved by the Services but not the details nor means by which such goals are accomplished.
2. **Compensation.** Assuming satisfactory performance of the Vendor's obligations under this Agreement, the College shall pay to Vendor the amount(s) set forth in **Exhibit A** within thirty (30) days of completion of the Services or the submission of the invoice of Vendor, if applicable, and (in either case) less all applicable taxes. Vendor expressly assumes all tax and insurance liabilities associated with the compensation paid pursuant to this Agreement. Payment will be made by a College check payable to Vendor or in such other form as the College may require. Any such statement or invoice shall be submitted in such form and manner as the College shall direct.
3. **Term and Termination.** This Agreement shall begin as of the date hereof and end on on the ____ day of _____, 20____. In the event of an uncured material breach, College may terminate this Agreement upon ten (10) days notice thereof to Vendor. The Services shall continue during the ten (10) day notice period unless Vendor and College agree in writing to end any specific tasks sooner.
4. **Status; Subcontractors.** The status of Vendor shall be that of an independent contractor and not that of any employee, agent or other partner of College. Vendor shall have no power or authority to act on behalf of College or in its name or to bind College, either directly or indirectly, in any manner nor shall Vendor make any representation otherwise to any person. Vendor is retained solely for the purpose of providing the Services to College. Vendor shall be free to accomplish the Services for which Vendor has been retained in such manner as Vendor may determine. Vendor may engage third parties (collectively, "Subcontractors") solely by written agreement to assist Vendor in the performance of the Services. The written agreement between Vendor and Subcontractor shall contain only provisions that are consistent with the obligations and performance of Vendor under this Agreement and shall in no way vary the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Vendor shall at all times remain fully responsible to College for the acts and omissions of all Subcontractors, including without limitation, the performance of the Services in accordance with the terms and conditions of this Agreement by any and all Subcontractors.

5. **Confidential Information.** Except as otherwise expressly stated in Section 7 hereof, Vendor shall not access, use or disclose and shall hold in strict confidence any and all information and/or images of College, its employees, students, faculty, staff and guests obtained and/or taken by Vendor during the term of this Agreement (collectively, “Confidential Information”) except in strict performance of the Services. Vendor shall protect and safeguard from and against unauthorized access, use or disclosure of Confidential Information in the same manner that Vendor protects the confidentiality of Vendor’s own proprietary and confidential information of like kind (but in no event using less than reasonable care). Vendor shall reasonably comply with any request by College regarding any display of Confidential Information, including but not limited to requests to cease and/or remove the display of Confidential Information.
6. **Intellectual Property.** Except for the limited license granted in Section 7 of this Agreement, all materials, including the Work Product, developed and/or created by or on behalf of Vendor for College are owned exclusively by College and are deemed to have been specially ordered or commissioned by College from Vendor as “work made for hire” (as that term is defined in the United States Copyright Act of 1976) for College, effective as of the moment each such item is fixed in a tangible medium, whether such item is complete. Notwithstanding the foregoing, Vendor hereby transfers and assigns to College all rights, title and interest in and to the Work Product and Services. Vendor will execute any and all documents necessary to effectuate such assignment and transfer to College all intellectual property and other rights in the Work Product and any other materials and information created for College pursuant to this Agreement.
7. **Vendor’s License.** College hereby grants and Vendor accepts a non-exclusive, revocable, limited license to use and display the Work Product solely in the professional portfolio of Vendor for the reasonable promotion of Vendor’s business, provided, however, the use and display of the Work Product by Vendor shall remain subject to the prior written consent of College.
8. **Conflict of Interest and Commitment.** During the term of this Agreement, Vendor shall avoid any conflict of interest, including but not limited to, any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting the professional duties and/or obligations of Vendor under this Agreement.
9. **Compliance with Laws; Release; Indemnification; Insurance.** Vendor shall comply with all applicable federal, state and local laws and regulations, including without limitation federal privacy laws relating to students and applicable to College, in connection with the performance of the obligations of Vendor under this Agreement. Vendor shall obtain all releases and permissions to use the personal likeness and/or image of all students, employees, guests, visitors and the like for any and all purposes other than providing the Work Product to College. Vendor hereby releases College from any and all claims and other liabilities, other than a breach of this Agreement, in connection with this Agreement. Vendor shall defend, indemnify and hold harmless College from and against any and all threatened and/or actual claims (including without limitation claims of defamation, invasion of privacy and infringement), costs, liabilities, expenses, and/or losses, whether asserted, incurred or paid, as a result of, arising under or in connection with Vendor’s Services under this Agreement and Vendor’s breach, willful misconduct and/or negligent performance of its obligations under this Agreement. Vendor shall carry adequate general liability and other insurance with such coverage and in the amounts generally carried by persons engaged in the same or a similar kind of business similarly situated unless, in any case, other types of insurance or higher amounts are reasonably required by College. Upon request, Vendor shall provide evidence of the same in a form and substance reasonably satisfactory to the College.
10. **Representations and Warranties.** Vendor represents and warrants that Vendor has the right and authority to enter into this Agreement and that the Work Product is original, is not copied from any other work, does not infringe on the rights of any third party, and is free and clear from any similar claim by any third party.

BABSON COLLEGE

Vendor represents and warrants that Vendor possesses the requisite experience and expertise to perform the obligations of Vendor under this Agreement in accordance with the highest professional standards. In the event that Vendor becomes incapacitated or is otherwise unable to perform hereunder, College may, in its sole discretion, terminate or suspend this Agreement and/or take any other steps it deems appropriate.

11. Notices. All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person or sent electronically, by facsimile, nationally recognized overnight courier or registered or certified mail (return receipt requested and postage prepaid) to the applicable party at its address or facsimile number set forth below or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such communications shall be deemed effective on the (i) day on which delivered or sent if delivered in person, electronically (with confirmatory response electronically sent), or by facsimile (with answered back confirmation received); (ii) first (1st) business day after the day on which sent, if sent by a nationally recognized overnight courier; or (iii) third (3rd) business day after the day on which mailed, if sent by registered or certified mail to:

If to Babson College:

Babson College
Attn: _____
231 Forest Street
Babson Park, MA 02457
Email: _____
(fax) _____

If to Vendor:

Vendor: _____
Street Address: _____
Street Address: _____
City, State, Zip: _____
Email: _____
(fax) _____

12. Miscellaneous. This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both parties. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. In the event of any conflict or inconsistency between any document, exhibit or attachment hereto and this Agreement, the terms hereof shall govern and control. Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the party to be charged thereby. Sections 4, 5, 6, 7, 9, and 12 shall survive any termination or expiration of this Agreement. The headings used in this Agreement are merely for reference and impose no obligation nor have any substantive significance. This Agreement and any and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of law principles.



IN WITNESS WHEREOF, the parties hereto have caused this Photography/Videography Services Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

[_____]

BABSON COLLEGE

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

EXHIBIT A

Description of Services:

Compensation:

[State whether the amount to be paid is (i) an hourly, weekly or flat rate and (ii) the maximum amount payable under the Agreement by completing one (1) of the examples below. Delete the examples not used.]

- a. The College agrees to pay to Vendor the sum of \$_____ per hour, not to exceed a total amount of \$_____, subject to the terms and conditions of this Agreement.
- b. The College agrees to pay to Vendor a weekly rate of \$_____, not to exceed a total amount of \$_____, subject to the terms and conditions of this Agreement.
- c. The College agrees to pay to Vendor a total amount not to exceed \$_____ subject to the terms and conditions of this Agreement.]

[If there are any other payment terms or details regarding payment(s) to be made under this Agreement, state them here.]

Required Deliverables, if any: