

HOFSTRA UNIVERSITY
Photography Services Agreement

This Agreement made as of this ___ day of _____, 20__, by and between Hofstra University, having its principal place of business at 1000 Fulton Avenue, Hempstead, New York 11549, hereafter referred to as University, and _____, having a principal place of business at _____, and having a Tax I.D. Number of _____, is hereafter referred to as Contracting Party, reflects the full scope of the parties' understanding along with any attachments incorporated herein by reference.

The Contracting Party shall non-exclusively perform photography services for the University as set forth on and pursuant to a Statement of Work issued pursuant to this Agreement under the following terms and conditions (such photography services hereinafter referred to as "Services"):

1. University shall pay Contracting Party pursuant to a Statement of Work issued pursuant to this Agreement and signed by authorized representatives of the parties, for the Services. Notwithstanding anything to the contrary herein or on any Statement of Work, however, the total payments to Contracting Party by University shall not exceed a maximum dollar amount of \$_____ ("Maximum Compensation"). All expenses, including but not limited to, courier services, mileage, parking fees, and other expenses, are borne by the Contracting Party. University shall pay the Contracting Party by University check promptly following the satisfactory performance/completion of the event.
2. Contracting Party has the right to control and direct the means, manner and method by which the Services are performed and shall furnish all materials, tools and supplies to perform the Services. Contracting Party acknowledges and represents that the relationship of Contracting Party to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Contracting Party an employee of University or to empower Contracting Party to bind or obligate University in any way or as creating any other relationship. Contracting Party shall comply with all laws and assume all risks incident to its status as an independent contractor. Contracting Party covenants and agrees to pay all applicable taxes, licenses and fees, and such insurance as is necessary for Contracting Party's protection in connection with Services performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contracting Party. University shall not obtain worker's compensation insurance covering Contracting Party nor shall Contracting Party be entitled to any benefits provided by the University to its employees.
3. Contracting Party on behalf of itself, its agents, and employees, agrees to indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against (a) all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from (i) the work herein performed, caused in whole or in part by a negligent act or omission of the Contracting Party, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder, or (ii) injury and/or death of any person or damage to or loss of any property caused by any negligent or wrongful act, error or omission or breach of contract by the Contracting Party, its employees, agents, invitees or guests, including injury or death of Contracting Party, or any employee, agent, invitee or guest of the Contracting Party; (b) Contracting Party's failure to perform any of its obligations hereunder including as set forth in paragraph 5 below; and (c) any and all taxes or contributions, including, without limitation, penalties and interest, referenced in paragraph 2. Such indemnity shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts.
4. If the Contracting Party or any crew, agents or anyone else associated with the Contracting Party, damages any Hofstra University property in any way, the University reserves the right to withhold payment and/or deduct an amount equivalent to the damages incurred.
5. It is understood that in the event that the Contracting Party cancels the appearance or fails to appear as

required, then the Contracting Party is liable to indemnify and pay to the University any and all costs and expenses reasonably incurred by the University.

6. This Agreement will commence as of the date set forth above and shall expire on _____ unless (i) sooner terminated as per this Agreement; (ii) Contracting Party has been paid the Maximum Compensation or (iii) mutually extended by written agreement of the signatories to this Agreement. The University reserves the right to terminate this Agreement at any time, with or without notice. No Statements of Work shall be issued or authorized after termination of this Agreement.
7. Riders and technical requirements may be attached to this contract and will become part of the Agreement when signed by the parties. A form Statement of Work is attached hereto as Attachment A. All Statements of Work issued pursuant to this Agreement and signed by authorized representatives of the parties hereto are incorporated herein by reference.
8. All legal rights to any and all photographs, videos, audio recordings and or work (the "Work") produced by Contracting Party at the event shall irrevocably, exclusively, unconditionally and perpetually belong to Hofstra University. The Work may be used, reproduced or otherwise disseminated or published by or on behalf of Hofstra University directly or indirectly for any purpose, including, but not limited to, advertising, promotions, editorial, documentary, broadcast and any other publication. Contracting Party shall retain no rights in the Work and hereby expressly waives and relinquishes any rights to the Work. Contracting Party shall take all reasonable action to cooperate as is necessary, including the execution of any documents, to perfect Hofstra University's ownership of the Work.
9. Contracting Party represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this contract (1) is affiliated with the Contracting Party, and (2) received, was promised, or will receive anything of value in connection with this contract or performance thereof.
10. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.

HOFSTRA UNIVERSITY

By: _____
Print Name: Catherine Hennessy
Vice President for Financial
Title: Affairs and Treasurer
Date: _____

CONTRACTING PARTY

By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENT A-STATEMENT OF WORK

Pursuant to Photography Services Agreement with Hofstra University dated _____, _____
("Agreement")

CONTRACTING PARTY NAME HERE

Company Address: _____

Phone: _____

Fax: _____

Website: _____

P.O. # _____

Check Payable to (Payee must be same as
Contracting Party): _____

Tax I.D. Number of Payee: _____

Service to be provided ("Services"): _____

Date of Event : _____

Type of Event: _____

Location: _____

Time and Duration of Event: _____

COMPENSATION

*Compensation hereunder shall not cause Contracting Party to be paid more than the Maximum Compensation permitted pursuant to the Agreement.

☐ Total Amount Due*: _____

☐ Hourly Rate with cap*: _____ / hr, up to a maximum of \$ _____

☐ Other (explain/attach rate sheet)*: _____

Hofstra University (authorized department sponsor):

Contracting Party:

Signature

Signature

Print Name

Print Name

Date

Date