

PLEASE READ, SIGN AND RETURN TO Jen Saner, photo manager

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

EMAIL: _____ PUB DATE: Spring 2018

ASSIGNMENT: Project 229 Photo book, Photo week of August 5-12, 2017 (additional dates based on assignment may occur)

ASSIGNMENT FEE: All fees waived by photographer no charge _____ DUE DATE: August 28, 2017 _____

This Artist Agreement ("Contract") between Photographer (named above) and Rural Alliance for the Arts, ("RAA") is entered as of signed date below. RAA is a not-for profit organization and desires to retain Photographer for the purpose of obtaining high quality usable print shots for its publication.

1. **SCOPE OF WORK.** Photographer agrees to shoot the subjects, locations and/or places identified by RAA on a project basis with reasonable prior notice and provide a digital images of high-resolution artwork containing Photographer's work product ("Assignment"). Each Assignment will be defined in writing by RAA and delivered to Photographer, by mail, facsimile or email, before Photographer is authorized to begin work on any Assignment.

2. **RIGHTS AND USAGE.** Photographer retains all intellectual rights/ copyrights to all images submitted to RAA and maintains the right to use images in portfolio and personal use at all times. Photographer grants RAA rights to publish, reproduce or display the images in editorial content in RAA for a period of 12 months from release date in Batesville, Indiana, of which is 1-months of EXCLUSIVE rights and 11-months of NON-EXCLUSIVE rights. During the initial 3-month period, Photographer agrees not to license images for use by any other publications. Photographer also grants RAA rights to use the images for RAA's marketing and promotional materials both for print and web without additional compensation. RAA reserves the right to crop, color correct, convert to black/white, sepia tones, and/or duotones.

3. **COMPENSATION.** RAA agrees to print photographer's 50 word biography, head shot and website and/or phone number (supplied by photographer by deadline). All images used in publication will display the photographer's listed photo credit. RAA is not liable for any damages photographer causes to any real or personal property while on assignment, and that RAA is not liable for any and all damages incurred by photographer (including but not limited to personal injury).

4. **SUBMISSIONS AND DEADLINES.** Photographer agrees to submit highest-resolution digital images in ".jpg" format to RAA on or before the deadline indicated above. All images must be taken during the "Photo week" as indicated above, unless otherwise assigned. Images may be submitted on DVD/CD or through: www.wetransfer.com.

5. **INDEPENDENT CONTRACTOR.** Photographer is an independent contractor retained on a per Assignment basis by RAA and is not entitled to and shall not claim any of the rights, privileges or benefits extended to an employee, agent or representative of RAA.

6. **CONFIDENTIALITY.** Photographer agrees to keep all Assignments, including, but not limited to, story content, book content, and the terms and conditions of this Contract, confidential and also agrees to not discuss story ideas or content with individuals not associated with the Assignment.

7. **GOVERNING LAW.** This Contract shall be deemed to have been executed and delivered in Indiana, and the rights and obligations of the Parties shall be construed and enforced in accordance with and governed by the laws of Indiana.

8. **AMENDMENT AND WAIVER.** This Contract may be amended only by a written agreement signed by all Parties to this Contract. Waiver of any provision of this Contract shall not be deemed to constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

9. **BINDING ON ASSIGNEES.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns.

10. **SEVERABILITY.** Each provision of this Contract is independent, separate and divisible, and in the event any provision of this Contract is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be a part of this Contract and shall not affect the validity or enforceability of the remaining provisions. Nothing contained in this Contract shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Contract and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

11. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

12. **ASSIGNMENT.** This Contract may not be assigned by Photographer to any third person, party or entity without the prior written approval of RAA.

13. **COUNTERPARTS.** This Contract may be executed in any number of counterparts by original or facsimile signature, and each such counterpart shall be deemed to be an original instrument as to the party whose signature appears on such counterpart, and all of which together shall constitute one and the same instrument.

14. **INITIAL MANDATORY DISPUTE RESOLUTION.** In the event a dispute arises between the parties, the parties agree to first submit such dispute to confidential private non-binding mediation before a neutral third party mediator jointly selected by the parties. Any mediator selected by the parties must be an attorney licensed to practice law in the State of Indiana.

15. **ARBITRATION.** At any time after the Initial Mandatory Dispute Resolution process referenced in paragraph 14, any party may commence binding arbitration proceedings by providing the other party written notice of intent to arbitrate ("Notice"). Arbitration of the Dispute shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitration shall be conducted in Ripley County, Indiana, and the proceedings shall be governed by Indiana law. The arbitrator shall be any independent third party agreed to by the parties. The arbitration proceeding shall be completed within 60 days after appointment of the arbitrator, unless the parties otherwise agree. The arbitrator shall have jurisdiction over the Dispute, and the decision of the arbitrator shall be final and binding upon the Parties. The decision of the arbitrator shall be made in writing, be signed by the arbitrator, and include a determination of all of the questions submitted to the arbitrator which are necessary in order to determine the controversy. Depositions may be taken and discovery may be conducted in the manner agreed to by the parties or designated by the arbitrator with good cause shown by the Parties. The cost of the arbitration and the arbitrator's fees shall be shared equally by the Parties. The attorneys' fees and costs incurred by the prevailing party shall be paid by the other party in the manner determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as applicable.

PHOTO CREDIT: _____
(ATTENTION: Photo credit will print exactly as it is written above.)

PRINT NAME: _____
 (Photographer)

PRINT NAME: _____
 (Rural Alliance for the Arts)

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____