

## CONTRACT FOR MEDIA SERVICES

This Media Contract (the "Contract") is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between (Name of Volunteer: ) \_\_\_\_\_ (the "Volunteer") and FundRacer LLC DBA The Great Inflatable Race (the "Company").

**DESCRIPTION OF SERVICES.** On (Date: ) \_\_\_\_\_, Volunteer will provide to Company the following photography/video/media services (collectively, the "Services"):

Volunteer will be taking photos/videos for Company located in (City, State: ) \_\_\_\_\_ at (Location: ) \_\_\_\_\_ on (Date: ) \_\_\_\_\_ from 9:00 am until 12:00 pm. Once the event has finished, Volunteer will provide Company copies of all pictures/videos taken at the event by placing them in a Google Drive folder (to be provided by Company).

**PERFORMANCE OF SERVICES.** (1) Volunteer agrees to take photographs/videos as per Company's stated requests, allowing for artistic expression; (2) Volunteer agrees to use high technical quality to meet Company's needs, for web or print; (3) Volunteer will use digital photography and color management consultancy knowledge to create photographs/videos for Company; (4) Volunteer shall provide Company with copies of all pictures/video taken at the event within 7 days; (5) Volunteer must provide their own camera; and (6) Volunteer must provide their own transportation.

**AGREEMENT.** Volunteer will devote 4 hours to cover the event or occasion of Company; (2) Volunteer will provide photos and rights to Company.

**WORK PRODUCT OWNERSHIP.** We own the rights to all photos and video. Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by Volunteer in connection with the Services will be the exclusive property of Company.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Volunteer is an independent Volunteer with respect to Company, and not an employee of Company.

**CONFIDENTIALITY.** Volunteer, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of Volunteer, or divulge, disclose, or communicate in any manner, any information that is proprietary to Company. Volunteer and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

**COURTESY.** The photography schedule and selected methodology are designed to accomplish the goals and wishes of Company. Company and Volunteer agree that positive cooperation and punctuality are therefore essential.

**IDEMNIFICATION.** Volunteer agrees to indemnify and hold harmless Company from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Company that result from the acts or omissions of Volunteer, Volunteer's members, if any, and Volunteer's agents.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to show up for Volunteer Shift.
- b. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such a party, or its employees, officers, agents, or affiliates.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party

obligated under the amendment.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of Company by Employee and by Volunteer and is effective as of the date first above written.

Client:  
Company

By: \_\_\_\_\_

Photographer:

By: \_\_\_\_\_  
Volunteer