



PHOTOGRAPHER AGREEMENT

Contract No. _____

This agreement is entered into by and between

STOCKTON UNIVERSITY

101 Vera King Farris Drive

Galloway, New Jersey 08205-9441

(hereinafter called the "UNIVERSITY")

and **THE VENDOR**

(hereinafter called the "PHOTOGRAPHER")

WHEREAS, the UNIVERSITY is engaging the PHOTOGRAPHER for professional video services for: Event, Location, Date, etc.

NOW THEREFORE, it is agreed as follows:

1. PURPOSE: The PHOTOGRAPHER will provide the following services:

To the extent there is any inconsistency between the Proposal and this Agreement, the terms of this Agreement shall control.

2. The PHOTOGRAPHER will adhere to an agreed-upon schedule of deadlines as stated in the Proposal.
3. TERM: The term of this contract shall commence upon signing of agreement and terminate upon completion of the services and acceptance by the UNIVERSITY.
4. CONSIDERATION: In consideration of and for all services the UNIVERSITY agrees to pay the fixed sum of \$ _____. Said payment is to be disbursed at completion of work.
5. The PHOTOGRAPHER agrees to provide all equipment and supplies necessary to complete the project.
6. The PHOTOGRAPHER agrees that all content is the property of the UNIVERSITY.

7. **INTELLECTUAL PROPERTY.** The UNIVERSITY is granted the right to reproduce any work created by the PHOTOGRAPHER under this contract. PHOTOGRAPHER, in consideration for payment pursuant to the terms of the Contract, gives up and transfers to the UNIVERSITY all of its ownership rights to all video/photographic material it generates, which shall include all DVDs, footage, prints and electronic media, for UNIVERSITY'S unfettered use, including use on the web site, and for educational, marketing, and promotional purposes now and in connection with future programs/activities. PHOTOGRAPHER will not use any such material other than as required under this agreement without the written authorization of the UNIVERSITY.
8. Failure to abide by the terms of this agreement will be considered just cause for immediate termination of the agreement.
9. **NEW JERSEY BUSINESS REGISTRATION.** Payments over \$4,950.00 are contingent upon the PHOTOGRAPHER's completion of vendor's registration with the Division of Revenue, Department of the Treasury, State of New Jersey. To register, call the Division of Revenue hotline at (609) 292-9292 or register on their website: www.state.nj.us/njbusiness/registration/. Checks cannot be issued without this Registration Certificate attached hereto and made a part hereof as Exhibit 1.
10. **Pay to Play for Contracts Over \$17,500.** If applicable, PHOTOGRAPHER shall be in compliance with N.J.S.A. 19:44A – 20.26 and file a Certification of Disclosure of Political Contribution.
11. **INDEPENDENT CONTRACTOR:** Both the UNIVERSITY and PHOTOGRAPHER are independent contractors. It is not intended that any employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between the UNIVERSITY and the PHOTOGRAPHER.
12. The PHOTOGRAPHER shall indemnify and hold harmless the UNIVERSITY from and against any liability, claim, loss, suit or cost which rises out of actions or inactions of the PHOTOGRAPHER. PHOTOGRAPHER shall maintain insurance coverage covering the scope of work under this Agreement for the minimum limit of liability of \$1 million per occurrence/\$3 million in the aggregate (including Property Damage and Bodily Injury combined).
13. **NO WAIVER:** The waiver of failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.
14. **ENTIRE AGREEMENT:** This agreement supersedes any and all other agreements, whether oral or in writing between the parties with respect to the services. The parties agree that no oral representations or written representations other than contained herein were relied on by the parties or from additional terms of this agreement.

15. **GOVERNING LAW:** This Agreement shall be governed by, and construed in Accordance with, the laws of the State of New Jersey, specifically, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq., and the New Jersey Charitable Immunity Act, N.J.S.A. 2A:53A-7, et seq. without giving effect to any principal choice of law. The parties expressly agree that New Jersey State Courts shall be the exclusive forum for deciding any disputes arising out of this Agreement between the UNIVERSITY and the PHOTOGRAPHER without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, the UNIVERSITY and the PHOTOGRAPHER have caused this Agreement to be executed as of the dates set forth below.

STOCKTON UNIVERSITY

Signature

Date

Title

Photographer

Date