



☎ 061 401 2952  
✉ shuhari.agency@gmail.com

To : Applicant

## Welcome to Shuhari Agency

### Photographer Agreement Contract

This Agreement ("Agreement") is entered by and between \*Shuhari Agency\* and the Talent ("Photographer"), with respect to the provision of photography services. The Photographer and Shuhari Agency are collectively referred to as the "Parties."

#### 1. Role and Responsibilities

The Photographer agrees to provide high-quality photography services as required for various projects secured through Shuhari Agency. The Photographer's responsibilities include:

- Capturing professional-grade images that align with the creative direction of each project.
- Collaborating with Shuhari Agency and the client to ensure that the photography meets the agreed-upon specifications.
- Participating in on-set or on-location photography sessions as instructed by the client or agency.

#### 2. Agency Fee

Shuhari Agency charges a 20% finder's fee on top of the Photographer's service fee. This fee covers the agency's responsibilities, including client acquisition, communication management, and administrative duties.

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### 3. Payment Terms

- The Photographer will receive 100% of the agreed-upon service fee for each project.
- Shuhari Agency will charge the client an additional 20% on top of the Photographer's service fee.
- Example: If the Photographer charges R5,000, the total client fee will be R6,000, with R5,000 paid to the Photographer and R1,000 retained by Shuhari Agency.

### 4. Image Usage

- The Photographer agrees that any photographs taken during the project may only be used for personal portfolios or promotional purposes after the client has posted the images publicly or with explicit written permission from Shuhari Agency.
- The Photographer is strictly prohibited from sharing, distributing, or publishing any project-related images without express approval from both the agency and the client.

### 5. Ownership of Equipment

The Photographer is responsible for providing and maintaining all necessary equipment required to fulfill the photography services. This includes cameras, lenses, lighting, and any other necessary tools.

- Shuhari Agency is not responsible for the maintenance, repair, or replacement of the Photographer's equipment.
- In the event of any damage, loss, or malfunction of the Photographer's equipment during the course of a shoot, Shuhari Agency shall not be held liable for any costs, repairs, or compensation related to such incidents. The Photographer assumes all risk and responsibility for their equipment while on set or location.

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#### 6. Liability and Indemnification

The Photographer acknowledges that Shuhari Agency acts solely as an intermediary to connect the Photographer with clients and facilitate the booking of photography services.

- Shuhari Agency shall not be held liable for any injuries, accidents, property damage, or other incidents that may occur during the course of a photography shoot, whether on set, location, or during travel.
- The Photographer agrees to indemnify and hold harmless Shuhari Agency, its officers, employees, and agents from any claims, liabilities, damages, or expenses that arise out of the Photographer's actions or omissions, including but not limited to failure to deliver work, breach of contract with the client, or damage to property.

#### 7. Deadlines and Timely Delivery

The Photographer agrees to meet all project deadlines as outlined by Shuhari Agency and the client.

- In the event that a delay is expected, the Photographer must notify Shuhari Agency in advance. Repeated failure to meet deadlines may result in project reassignment and impact future opportunities with Shuhari Agency.

#### 8. Portfolio and Bio Submission

The Photographer agrees to submit a bio and portfolio for display on the Shuhari Agency website. The bio should include the Photographer's background, experience, and areas of specialization.

- The Photographer agrees that the portfolio provided will be accurate and representative of the Photographer's skills and abilities.

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#### 9. Quality Assurance

Shuhari Agency reserves the right to regularly review the quality of the Photographer's work. The Photographer is expected to maintain high standards and meet the quality expectations of both the agency and clients.

- Feedback from clients regarding the Photographer's work may be taken into consideration for future assignments.

#### 10. Confidentiality and Intellectual Property

The Photographer agrees to keep all project-related materials, including but not limited to photographs, drafts, and communications, strictly confidential unless otherwise approved by the agency or client.

- Upon completion of each project, the Photographer agrees to hand over all materials to the client or agency as agreed.
- The Photographer acknowledges that the client holds intellectual property rights to the images once payment has been made in full.

#### 11. Non-Exclusive Relationship

The Photographer acknowledges that this Agreement does not create an exclusive working relationship between the Parties.

- The Photographer is free to engage in other work outside of Shuhari Agency. However, all projects secured through the agency must adhere to the terms and conditions outlined in this Agreement.

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12. Termination of Agreement

This Agreement may be terminated by either party, with or without cause, upon written notice to the other party. Upon termination, any pending projects must be completed as per the agreed terms, and any pending payments will be made following the completion of the projects.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Country/State], without regard to its conflict of law principles.

14. Signatures

Talent

Full Name + Surname: Andisiwe Matha

Date: 23 Oct 2024

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Thanks and best wishes,

Odwa Nonyati

Shuhari Agency Team

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*Shuhari Agency*