



061 401 2952
shuhari.agency@gmail.com

To : Applicant

October 2024

Welcome to Shuhari Agency

CONTRACT AGREEMENT

This Agreement (Contract) is made and entered into as of [02/10/2024]

Shuhari Agency ("Agency"), a creative agency operating in South Africa, and the talent ("Videographer")*, an independent contractor providing videography services.

1. Role and Responsibilities

- 1.1. The Videographer agrees to provide professional videography services as described in this contract, including video production and camera operation as assigned by the Agency.
- 1.2. The Videographer agrees to attend all job assignments in person as required. Note this is not a remote role, and attendance will depend on the job location specified by the Agency.
- 1.3. The Videographer is responsible for having their own videography equipment and tools necessary to perform the services under this contract.

2. Compensation

- 2.1. The Agency agrees to pay the Videographer the agreed-upon rate for each completed project. The rate will be discussed and confirmed before each assignment. The Agency will add a 20% finder's fee on top of the Videographer's rate, which will be included in the final client price.
- 2.2. Non-Attendance Penalty: If the Videographer fails to attend a scheduled job or cancels without prior written notice (at least [insert number] hours before the scheduled time), the Videographer will not be entitled to any payment for that job, regardless of any pre-existing agreement.

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3. Ownership of Work

3.1. All content created by the Videographer under this contract shall be the exclusive property of Shuhari Agency and its clients. The Videographer may retain copies of the work for their personal portfolio but may not distribute or use the content for commercial purposes without the written consent of the Agency.

4. Independent Contractor Status

4.1. The Videographer is an independent contractor and not an employee of the Agency. As such, the Videographer shall be responsible for paying their own taxes, insurance, and other expenses. The Agency will not provide employment benefits such as health insurance, retirement plans, or paid leave.

5. Liability and Indemnity

5.1. The Videographer shall be solely responsible for their own equipment. *In the event of damage, malfunction, or loss of equipment*, the Agency will not be liable for any repair, replacement, or compensation.

5.2. The Videographer agrees to indemnify and hold harmless the Agency from any and all claims, losses, damages, or liabilities that may arise from the Videographer's work, equipment, or conduct during any job assignment.

6. Confidentiality

6.1. The Videographer agrees to maintain the confidentiality of all proprietary information, business practices, and trade secrets of the Agency and its clients. The Videographer shall not disclose any such information to third parties without written permission from the Agency.

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7. Termination

7.1. Either party may terminate this contract with written notice, provided such termination does not interfere with any active or ongoing projects.

7.2. Upon termination, the Videographer agrees to return any materials, client information, or proprietary data that belongs to the Agency.

8. Force Majeure

8.1. Neither party shall be held liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, pandemics, or government restrictions.

9. Dispute Resolution

9.1. In the event of any dispute, the parties agree to first attempt to resolve the matter through informal negotiations. If a resolution cannot be reached, the dispute shall be submitted to mediation before pursuing any legal action.

9.2. This contract shall be governed by and construed in accordance with the laws of South Africa. Any legal proceedings shall take place in the relevant jurisdiction

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10. Entire Agreement

10.1. This contract constitutes the entire agreement between the Agency and the Videographer. Any changes or amendments must be made in writing and signed by both parties.

By signing below, both parties agree to the terms and conditions outlined in this Contract.

Shuhari Agency

Talent

Full Name + Surname: Sandile Mosimane

Date: 28/10/2024

Sandile Mosimane

Thanks and best wishes,
Shuhari Agency Team

[Signature]

Shuhari Agency