

STANDARD AGREEMENT FOR LIVE MUSIC PERFORMANCE

Dated as of _____, 20__

This agreement is between _____ (hereafter "Photographer") and:

Client Name (hereafter referred to as "Client"): _____,
all performers, successors, assignees, and designees (hereafter, collectively, referred to as "Client", "Artist", or "Company").
Address: _____
City/State/Zip: _____
Tel: _____ Email: _____

I ("Photographer") am requesting a media pass/permission to document Client in connection with the live concert/personal appearance by Client (hereafter "Performance"):

_____ (tour)
at _____ (time)
on _____, 20__ (date),
at _____ (venue),
in _____ (city), _____ (state).

All photographs and/or other recorded material, including video recordings, embodying the image and likeness of the Artist taken by the Photographer at the Performance are referenced hereafter as "Photos". For good and valuable consideration, receipt of which is hereby acknowledged, Photographer is hereby granted such permission, conditioned upon and subject to the following:

1. Entire Agreement

This agreement contains the entire understanding between Photographer and Client. It supersedes all prior and simultaneous agreements between the parties. If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

2. Scope of Work

Provided that the Photographer is given a media pass/permission to document, this agreement is for services and products related to documenting Performance to take place at the time and place defined above. In return for the media pass/permission to document the Performance, the Photographer agrees to provide select fully edited high-resolution (*.jpg, *.jpeg) images. The Photographer will perform post-processing and/or digital image editing services on select images (hereafter "Deliverables").

3. Right to Document

The Photographer shall have the limited right to document the Client within the "photo pit" for the ____ first 3 songs ____ performed by the Client at Performance. The Photographer shall not have the right to use any "flash" in connection with any such Photos taken within the "photo pit". For the remainder of the event, the Photographer is permitted to remain at the venue until the end of the Performance.

4. Licensing / Usage

- 4.1. **Client Usage.** – The Client is granted a non-exclusive, non-transferable license to use, re-use, publish, and re-publish the Deliverables, in whole or in part, individually, or in conjunction with other photographs or material, on any platform known or hereafter devised, for any non-commercial purpose in connection with the Client's career, including but not limited to the recap and highlight of the Client's artistry across social media platforms or websites for a period of up to one calendar year from the date of the Performance. Any use of the Deliverables for promotional materials or merchandise requires a separate agreement to be made, in good faith, between the Photographer and the Client.

- 4.2. **Photographer Usage.** – The Photographer may use Photos for non-commercial, non-publication purposes to promote the Photographer's work to persons other than the general public, including but not limited to their portfolio. The Photographer may also use the Photos for commercial, and publication purposes to cover expenses, including but not limited to selling prints to the general public, and licensing images to publications.
- 4.3. **Credit.** – The Client will accord credit to Photographer in uses of Deliverables where appropriate and practicable in the form of a credit line, such as "Photography by Anthony Freay". All aspects of such credit will be determined at the sole discretion of the Client. No failure by Client to accord such credit will be deemed as a breach of this Agreement and at no time will Photographer be entitled to prevent or otherwise interfere with the Client's exercise of the license granted to the Client in this Agreement.
- 4.4. **Ownership.** – Client understands and agrees that Photos and subsequently Deliverables are the exclusive property of the Photographer and Client has no right to these photos except for licenses granted by Photographer.
- 4.5. **Model Release.** – Client grants Photographer permission to use Client's image or likeness in any of the Photos for commercial purposes and non-commercial purposes.
- 4.6. **Termination.** – This Agreement shall terminate one calendar year from the Performance or if a new Agreement is made for the continued licensed use of the photos which shall supersede this existing agreement.
- 4.7. **Governing Law.** – This Agreement shall be governed by and construed under the laws of the State of New York.
- 4.8. **Waiver.** – The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

5. **Deliverables**

Photographer will deliver Deliverables to Client no more than 5 (five) business days after the date of the Performance ("DEADLINE"). The Photographer will provide select images to the Client by the DEADLINE and is not required to provide any specific number of images. The Deliverables will be fully edited high-resolution (*.jpg *.jpeg) images. The Client understands that Photographer will not deliver RAW and/or unedited images under any circumstance. The Photographer attests to the goal of delivering Deliverables within 1 calendar day of the Performance without guarantee of accomplishment.

6. **Compensation & Fees**

In consideration for the photography services provided by the Photographer, the Client agrees to pay the sum of \$ _____ USD. Should the sum be written as "\$0.00" or "N/A", the remainder of this section may be ignored. The total balance of payment for photography services must be paid in full no later than 30 business days from the Performance. If payment is not delivered within the agreed-upon timeframe, a late fee totaling 25% of the total balance will be added in total balance. If the Client needs Deliverables guaranteed within a shorter time than 5 business days, a rush fee totaling 10% of the total balance will be added to the total balance. Should the Client request a refund, the terms of the refund shall be negotiated separately, in writing, and in good faith.

7. **Safety**

Photographer reserves the right to terminate coverage and leave the location of the Performance if Photographer experiences inappropriate, threatening, hostile, or offensive behavior from person(s) at the EVENT(S); or if the safety of Photographer is in question. Additionally, the Photographer agrees to follow state and federal guidelines concerning COVID-19.

8. **Limit of Liability**

- 8.1. Photographer and Client agree that Photographer is under no obligation to capture any specific moment during Performance.
- 8.2. Client agrees to hold harmless Photographer for any liability, damage, or loss related to technological failure, including data loss.

- 8.3. In the event of any data loss, liability is limited to the return of all payments received for the event package.
- 8.4. Client understands and agrees that Photographer is not required to maintain the Photos from this Performance 14 (fourteen) days after the Deliverables have been submitted to Client.
- 8.5. The Photographer will strive to present Deliverables in a workmanlike manner but is not required to cater to the specific aesthetic preferences of the Client.
- 8.6. Client and Photographer agree to hold each other harmless for any liability, damage, or cost incurred related to COVID-19 or any other medical illness.
- 8.7. The Client shall indemnify and hold the Photographer harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising out of the Client's use of the Photos in a manner not authorized by this Agreement.

9. Duty of Client

The Client will obtain all permissions necessary for Photographer to photograph the Performance. The Photographer has no duty to obtain the permission of concert halls, reception centers, churches, buildings, properties, or other locations/venues to operate thereon. Client understands and agrees that any failure to obtain these permissions which prevent Photographer from photographing Performance is not the fault, liability, or responsibility of Photographer.

10. Assignability and Parties of Interest

Client agrees and understands that, unless otherwise specified in this Contract, Client is contracting for a service that will be performed by Photographer in a competent and workmanlike manner. Unless otherwise stated, the Photographer may not subcontract or assign this contract to any second shooter.

11. Legal Authority & Modifications

Photographer represents and warrants that (i) they are of legal age; (ii) they have the right and authority to grant the license granted to Client in this Agreement; (iii) the Photos and their exploitation by Client do not violate the rights of any third party, including, but not limited to, copyright, right of privacy, right of publicity, defamation or contract; and (iv) they have signed this Agreement in reliance on their judgment or the advice of their representative(s) and have not relied in any way on any representations made by the Client or Client's representatives.

Client represents and warrants that (i) they are of legal age; (ii) they have the right and authority to grant the permissions granted to Photographer in this Agreement; (iii) the permissions and documentation done by Photographer do not violate the rights of any third party, including, but not limited to, copyright, right of privacy, right of publicity, defamation or contract; and (iv) they have signed this Agreement in reliance on their judgment or the advice of their representative(s) and have not relied in any way on any representations made by Photographer or Photographer's representatives.

This is the complete agreement between Photographer and Client concerning the Photos, Deliverables, and this Agreement may not be modified except in writing signed by both Photographer and Client. The relationship between Photographer and Client is that of an independent contractor and this Agreement does not create any partnership, joint venture, or similar relationship.

Both parties have read this Agreement and fully understand the contents of this Agreement.

Signature:

"Photographer"

_____, 20____
DATE

"Client"

_____, 20____
DATE