

## PHOTOGRAPHER/VIDEOGRAPHER AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education ("University"), having a principal place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260, and \_\_\_\_\_ ("Photographer"), having a principal place of business at \_\_\_\_\_.

The University desires to obtain certain photography and/or videography services of Photographer (the "Services"), and the Photographer is qualified and willing to perform such Services for the University.

The parties agree as follows:

- 1. Services.** The Photographer is retained by the University to provide the Services set forth in Work Order(s), Exhibit A, attached and incorporated herein by reference.
- 2. Title and Copyright Assignment.** Any and all photographs, negatives, video footage, images, renderings, and other related materials created or produced by Photographer in whatever form or medium, electronic or otherwise, in connection with the Services, shall be deemed the "Work." The Work shall constitute a work made for hire as defined in the U.S. Copyright Act of 1976, as amended, 17 U.S.C. § 101. Photographer acknowledges and agrees that the Work and all legal title and rights therein are the sole and exclusive property of the University. To the extent that any portion of the Work is not a work made for hire under applicable law, Photographer hereby irrevocably assigns and transfers to the University all of the right, title and interest in the Work in perpetuity worldwide, including all works based upon, derived from, or incorporating the Work, and any income, royalties, damages and/or payments now or hereafter due or payable with respect to the Work.
- 3. Representations and Warranties.** Photographer represents and warrants that: i) the entire Work is Photographer's original work, and/or; ii) it is derived from a pre-existing work which Photographer owns, and/or; iii) it is derived from pre-existing work to which Photographer has licensed the rights. Further, Photographer represents and warrants that to the best of Photographer's knowledge, the Work does not infringe the rights of any third party.
- 4. Payment.** Upon satisfactory completion of Services and acceptance of Work, University shall pay Photographer a total sum of USD \$ \_\_\_\_\_ . No other amount shall be due to Photographer.

5. **Termination.** This Agreement shall begin on the Effective Date and shall continue until \_\_\_\_\_, unless earlier terminated by the University in its sole and absolute discretion. Termination will not affect the University's continued ownership of and rights in the Work or University's obligation to pay Photographer for satisfactory Services completed up to the date of termination.
6. **Independent Contractor.** Photographer is an independent contractor, and not a University employee.
7. **Liability.** Each party agrees that it will be liable for any and all damage, loss or expense caused by negligent or intentional misconduct of that party, its employees, independent contractors and/or agents. In the event of a dispute between the parties, each party will pay its own attorneys' fees.
8. **Insurance.** Before starting and rendering the Service, Photographer shall provide a certificate of insurance to the University documenting the following minimum insurance coverage: i) Commercial General Liability insurance with a minimum limit of one million dollars per occurrence and two million dollars in aggregate; ii) Worker's Compensation as required by applicable state and federal law and; iii) Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars with respect to Photographer's owned, non-owned, hired, or borrowed vehicles, assigned to or used in the performance of the Services. Photographer shall maintain all such insurance until all obligations under this Agreement are satisfied.
9. **Background Check.** Any Photographer who will have significant and regular contact with minors to perform Services under this Agreement warrants that Photographer, its employees or agents will comply in all respects with child abuse laws, including obtaining any clearances from appropriate state and/or federal agency, prior to commencement of Services.
10. **Choice of Law; Venue.** The laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania. Each of the parties waives, to the fullest extent permitted by law, any objection which it may now or later have to the exclusive jurisdiction of or the laying of venue in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania, including any objections based upon inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions as provided by law.

**11. Assignment.** Photographer may not assign its rights, interests, and/or obligations under this Agreement without the prior written consent of University.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

UNIVERSITY OF PITTSBURGH – OF THE  
COMMONWEALTH SYSTEM OF HIGHER  
EDUCATION

PHOTOGRAPHER

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**WORK ORDER NO. \_\_\_\_\_**

TYPE OF WORK TO BE PROVIDED: \_\_\_\_\_

LOCATION: \_\_\_\_\_

SUBJECT: \_\_\_\_\_  
\_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

**UNIVERSITY CONTACT INFORMATION:**

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**DATE WORK DUE TO THE UNIVERSITY OF PITTSBURGH (“UNIVERSITY”):**

University reserves the right to review and approve the final Work product prior to acceptance.

**Subject Release Forms and Location Agreements**

If a permission or consent form is required based on these factors, the attached Photograph and Recording Waiver and Release should be signed by the target subject(s) and kept on file with the Photographer/Videographer Agreement. If you have any questions or need further guidance on obtaining the appropriate permissions, please contact Mike Pierce in the Office of University Counsel at (412) 383-4552 or by email at [mwpierce@pitt.edu](mailto:mwpierce@pitt.edu).

**PHOTOGRAPH AND RECORDING WAIVER AND RELEASE**

I hereby give my permission to the University of Pittsburgh – Of the Commonwealth System of Higher Education (the “**University**”) and others approved by the University to photograph, videotape, audiotape, and make digital recordings of or otherwise record my voice, name, likeness, appearance, portrait or image (collectively, the “**Recordings**”). I irrevocably permit, authorize, grant and license the University and its trustees, officers, employees, representatives, licensees, assigns and agents the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, license, otherwise use and permit others to use my voice, name, likeness, appearance, portrait or image on and in all such Recordings in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, on any platform and for any purpose, including but not limited to the University’s educational, research, promotional and commercial purposes (which, among other things, may include use in University publications, websites, advertising, marketing or communications materials, magazines, newspapers, trade journals, online course materials and the University’s iTunes University website), without notice to or consent from or royalty, payment or other compensation to me. The University may also commercialize or license all or any part of the Recordings to others.

I further understand and agree that the University shall be the exclusive owner of all rights, including copyright, in the Recordings. Accordingly, I hereby irrevocably transfer, assign and otherwise convey to the University my entire right, title and interest, if any, in and to the Recordings and all copyrights and other intellectual property rights in the Recordings arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal and reversion rights, and the right to sue to enforce such copyrights against infringers. I further understand that the University is not responsible for any unauthorized use of the Recordings.

I understand that the University may edit and adapt my participation as the University deems appropriate and the University will have no obligation to use my voice, name, likeness, appearance, portrait or image in the Recordings or otherwise. I waive any and every right to inspect or approve any and all versions of the Recordings.

To the fullest extent permitted by applicable law, I hereby: (i) irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses (collectively, “**Claims**”) arising directly or indirectly from the University’s exercise of its rights under this Photograph and Recording Waiver and Release (this “**Release**”) or the production, exhibition, exploitation, advertising, promotion or other use of the Recordings; (ii) covenant not to make or bring any such Claims against the University; and (iii) forever release and discharge the University and its trustees, officers, employees, representatives, licensees, assigns and agents from any such Claims, liability or results caused by the use of the Recordings as provided herein.

I represent and warrant that: (i) I am at least eighteen (18) years of age (or, if I am a minor under the age of eighteen (18), my parent or legal guardian has also signed in the signature block below); (ii) I have the full right, power and authority to execute this Release and grant the rights set forth herein; (iii) I have read this Release and fully understand it; and (iv) I agree to be legally bound by this Release. This Waiver and Release shall be governed by the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian’s Signature

\_\_\_\_\_  
Legal Guardian’s Printed Name

\_\_\_\_\_  
Date