

PAUL MORDECAI ROSENBERG PHOTOGRAPHY  
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Litchfield, CT 06759  
860.567.3000  
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PMRosenbergPhoto.com

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# ASSOCIATE CONTRACTOR/ASSISTANTS AGREEMENT

**Contractor/Assistant:**

**Name(s):** \_\_\_\_\_

**Other/Contact Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**AGREEMENT OVERVIEW:** This agreement contains the entire understanding between *Paul Mordecai Rosenberg Photography* (hereafter referred to as STUDIO) and the independent CONTRACTOR named above (hereafter referred to as CONTRACTOR). It supersedes all prior and simultaneous agreements between both parties. The only way to add or change this agreement is to do so in writing, signed by all parties. This agreement is effective for STUDIO sessions and projects in which the CONTRACTOR participates from \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_.

**POSITION & COOPERATION:** The CONTRACTOR agrees to work for the STUDIO as an independent contractor providing photography or assistant services on an 'as needed' basis. The CONTRACTOR is a freelance working for him/herself. The CONTRACTOR agrees to remain subject to the rules and directions of the STUDIO and its assigned overseer in matters pertaining to the contracted event(s)

**ASSIGNMENT:** The CONTRACTOR will be notified of the job assignment and/or contract work on a case-by-case basis. The STUDIO is under no obligation or guarantee for any minimum number of contracts or hours. All work performed by the Contractor for the STUDIO at all times shall be governed by the covenants of this Agreement. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a future employment or engagement guarantee, or as a limitation upon the STUDIO's sole discretion to terminate this Agreement at any time without cause. CONTRACTOR further agrees to be responsible for all of CONTRACTOR's taxes, withholding, Social Security, insurance, and all other benefits.

**EXCLUSIVITY:** The CONTRACTOR understands that he/she represents the STUDIO and not any other business while completing assignments for the STUDIO. While directly working for the STUDIO, the CONTRACTOR will not advertise his/her own business, will not solicit work for himself/herself, and will only distribute the STUDIO's materials, business cards, and name. The CONTRACTOR is not bound by an exclusivity contract when not working directly for the STUDIO. The CONTRACTOR may pursue other photographic work for himself/herself or other studios so long as it shall not directly compete with the STUDIO, or infringe upon the STUDIO's client base.

**CONFIDENTIALITY:** The CONTRACTOR understands that all materials, price lists, contracts, financial documents, agreements, and other information or documents that are given to him/her in the scope of his/her assignments are the exclusive property of the STUDIO and are privileged and confidential information. The CONTRACTOR agrees not to use this information to the detriment of the STUDIO, including to circumvent or to undercut sales.

**EQUIPMENT & LIABILITY:** The CONTRACTOR warrants that he/she will perform when booked for a photographic assignment, and that he/she is liable for any loss or damage to equipment. The CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the assignments. This includes providing his/her own media cards to photograph with. The STUDIO is not liable for any loss or damage to the CONTRACTOR's equipment under this contract.

**TIMING TO COMPLETE THE ASSIGNMENTS:** The CONTRACTOR agrees to follow the timing schedule to finish the assignments. CONTRACTOR agrees to deliver original, un-retouched and if desired, edited versions of the files to the STUDIO within ten days, via electronic media.

**COPYRIGHT & REPRODUCTION RIGHTS (INITIALS DENOTE #1 or #2:)**

\_\_\_\_ #1. The assignment is a work-for-hire job; as such all copyrights to the images produced by the CONTRACTOR belong to the STUDIO. The CONTRACTOR agrees not to sell any image taken during a contracted event to any person, company, group, advertising agency or otherwise without the STUDIO's express written permission. The STUDIO grants the CONTRACTOR permission to use the images taken during a contracted event for the CONTRACTOR's personal print portfolio, website, brochures, or advertisements, however said images may not be displayed until 60 days after the event.

\_\_\_\_ #2. Copyrights to the images produced by the CONTRACTOR remain property of the CONTRACTOR. The CONTRACTOR however gives the STUDIO royalty free, irrevocable and unrestricted rights to use and sell the images as prints, albums or digital media. The CONTRACTOR agrees not to sell any images taken during a contracted event to any of the STUDIO's clients or those associated in any way with the assignment without the STUDIO's express written permission. The STUDIO grants the CONTRACTOR permission to use the images taken during the event for the CONTRACTOR's personal print portfolio, stock collections, websites, brochures, or other advertisements; however the CONTRACTOR agrees that said images may not be displayed until 30 days after the event

**Compensation/Included Items (If Any):**

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Other Items: \_\_\_\_\_ \$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

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Other Items: \_\_\_\_\_ \$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

Sub Total \$ \_\_\_\_\_ + Sales tax (6.35%) \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

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***I hereby agree to the terms of this agreement:***

Signed: Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_ **(Studio Representative)**

Signed: Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_ **(Contractor)**

Signed: Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_ **(Contractor)**

Signed: Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_ **(Other)**

Signed: Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_ **(Other)**