**THIS PHOTOGRAPHER AGREEMENT** (the "Agreement") dated:

| Day | Month | Year |
|---|---|---|
| | | |

| | | |
|---|---|---|
| **CLIENT DOGS NSW** | **PHOTOGRAPHER ('The Contractor') – Name / Business Name:** | |
| 44 Luddenham Rd, Orchard Hills NSW 2748 | **Address:** | |
| *('The Client')* | **Phone:** | **Email:** |

## BACKGROUND

**A.** DOGS NSW is of the opinion that the Photographer has the necessary qualifications, experience and abilities to provide appropriate services.

**B.** The Photographer is agreeable to providing such services to DOGS NSW on the terms and conditions set out in this Agreement.

**C.** A Current Working with Children's Certificate be provided to DOGS NSW with this agreement.

**D.** An active ABN number must be provided.

**E.** The Photographer must have a certificate of currency for insurance in respect of public liability.

**ATTACHED** ☐ Working with Children Check attached ☐ ABN provided (see clause 12) ☐ Certificate of Currency (public liability) attached

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

| 1. Name of Show (exclusive photography rights): | 2. Photographs to be provided within (days): |
|---|---|
| | |

1. For the duration of this agreement, the Photographer shall have the exclusive right to photograph the Show named above. This exclusive right includes, but is not limited to, the creation, offering for sale and distribution of photographs of exhibitors and their dogs. DOGS NSW shall take all reasonable steps to ensure this exclusivity.
2. The Photographer agrees to provide DOGS NSW with digital, high-resolution photographs of at least 300 pixels per inch (ppi) including but not limited to ring photographs, all Group and General Specials photographs within the number of days stated above of the completion of the Show referred to in paragraph (1) above unless agreed otherwise in writing.
3. The Photographer agrees to provide DOGS NSW with a non exclusive limited copyright license for the images of the shows, provided pursuant to clause (2) above with the import and effect that DOGS NSW shall have the unfettered discretion to use the digital images for publications or media without restriction.
    - **a.** All use of the images by DOGS NSW shall display with the images a symbol notifying that the image was utilised pursuant to a licence of the Photographer.
    - **b.** The Photographer shall provide DOGS NSW with an approved copyright notice to displayed on each photograph published.
    - **c.** DOGS NSW agrees to mark any photograph used with any reasonable copyright notice provided by the Photographer.
4. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Photographer.
5. The Photographer retains all rights to each image. The Photographer also retains all rights not expressed in the agreement including advertising rights. DOGS NSW agrees to give the Photographer proper photo credit on each reprint that is used in DOGS NSW publications, promotion and web sites.
6. DOGS NSW may not transfer this license to other parties without written permission from the Photographer.
7. DOGS NSW agrees that altering images is prohibited without receiving written permission from the Photographer except for alterations such as cropping, colour enhancing.
8. For the purpose of the 'Show', the Photographer will be designated an 'Official area' that is for the exclusive use of the contracted Photographer. This will include:
    - All judging rings allocated for the Show
    - Any photography podium set up for the Show
    - Any area with a specific backdrop that is specific to the Show
9. DOGS NSW will ensure that exhibitors are notified that all 'Official areas' are for the exclusive use of the contracted Photographer. The Photographer will have the right to ask exhibitors to remove themselves from any Official area that has been designated as a Photography Official area.
10. DOGS NSW will endeavour to ensure that the Photographer is not subject to any disparaging or abusive comments by exhibitors at the Show. The Photographer agrees that they will not partake in any disparaging or abusive comments or behaviour to the exhibitors or Show officials as representatives of DOGS NSW at the show.

## TERM OF AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide five days' written notice to the other Party.

## PERFORMANCE

3. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## MEDICAL

4. I declare that I am and must continue to be medically and physically fit and able to participate at the Show. I will immediately notify DOGS NSW in writing of any change to my fitness and ability to participate. I understand and accept that DOGS NSW will continue to rely upon this declaration as evidence of my fitness and ability to participate.
5. I acknowledge and agree that if required, the Client may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Client and agree to meet all costs associated with such action.

## CONFIDENTIALITY

6. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
7. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

## CAPACITY / INDEPENDENT CONTRACTOR

8. In providing the Services under this Agreement it is expressly agreed that the Photographer is acting as an independent contractor and not as an employee. The Photographer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## NOTICE

9. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

| | |
|---|---|
| **DOGS NSW**<br>44 Luddenham Rd, Orchard Hills NSW 2748, Australia | **Photographer – name and address for notices:** |

or to such other address as either Party may from time to time notify the other.

## ENTIRE AGREEMENT

10. This Agreement constitutes the entire Agreement and understanding of the parties in respect of the subject matter within the Agreement superseding any and all prior agreements, understandings, negotiations and discussions. No amendment, alteration, modification or waiver of this Agreement should be binding unless evidence to bind an instrument in writing assigned by the party against whom enforcement thereof is sought.

## COUNTERPARTS

11. This Agreement may be executed in several counterparts each of which should be deemed to be an original, but all of which will constitute one and the same document.

## AUSTRALIAN BUSINESS NUMBER (ABN)

12. The Australian Business Numbers (ABN's) for the Parties to this Agreement are as follows:

| DOGS NSW ABN: | Photographer ABN: |
|---|---|
| | |

## EXECUTION In witness thereof, the parties execute this agreement.

| | | |
|---|---|---|
| **Photographer – Name:** | **Photographer – Signature:** *Use Adobe Reader to click here and sign digitally* | **Date:** |
| | | |
| **DOGS NSW – Name:** | **DOGS NSW – Signature:** *Use Adobe Reader to click here and sign digitally* | **Date:** |
| | | |
| **Witness – Name:** | **Witness – Signature:** *Use Adobe Reader to click here and sign digitally* | **Date:** |
| | | |

**HOW TO LODGE**

**Send your completed form to**

**EMAIL**
Email this form to
**info@dogsnsw.org.au**

**POST**
Post to
**DOGS NSW, PO Box 632, St Marys NSW 1790**

**PHONE**
Enquiries
**(02) 9834 3022**