



REED COLLEGE
Service Provider Contract for Photography/Filming

This Service Provider Contract entered into effective as of _____ between The Reed Institute, a corporation organized and existing under the laws of the State of Oregon doing business as Reed College (“Reed”) and _____ (“Contractor”).

Contractor Address: _____
City, State: _____
Zip: _____

Location: _____

Type of Event: _____

Event Date: _____

Event Hours: From:_____ To:_____

1. Compensation. Upon satisfactory completion of Services and acceptance of Work, Reed College shall pay Contractor:

2. Permitted Use. Contractor agrees that all filming, taping, and photography, from beginning of set up through clean up shall only take place in the location(s), dates, times, and for the sole purpose agreed upon in writing (collectively the “Activity”). Contractor agrees to obey Reed College’s Photography and Videography Protocol (6) for all work.

3. Term

3.1 This Agreement shall commence on the date it is signed by both parties and shall continue for a period of __ days unless terminated pursuant to Section 3.2 below.

3.2 Reed may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days’ written notice to Contractor. Notwithstanding the foregoing, this Agreement shall terminate immediately upon the death of Contractor or Contractor’s inability to continue to provide services as required under this Agreement.

4. Confidentiality. If Contractor is provided access to Confidential Information of Reed, Contractor agrees: (a) not to disclose the Confidential Information without the express written consent of Reed; and (b) to use the Confidential Information only to provide services to Reed. As used herein, Confidential Information is information of any kind, whether or not in written form and whether or not designated as confidential, which is known to Contractor as being treated by Reed as

confidential. Confidential Information does not include: (a) information that is or hereafter becomes part of the public domain through lawful means; (b) information already known to Contractor prior to Contractor's performance of Services under this Agreement; (c) information subsequently and rightfully received from a third party and not subject to any obligation of confidentiality; or (d) information independently developed by Contractor after termination of this Agreement

5. Ownership of Work Product. All photographs or film taken and delivered to College pursuant to this Agreement shall be deemed works made for hire, as described above, and the College shall be sole owner of photographs or film and all rights, including copyrights, in such photographs or film. Contractor shall execute all documents, and perform such other acts, as College may deem necessary to secure for college all such ownership rights. With written consent, the College hereby grants a nonexclusive license to Contractor to use, reproduce and publish the work in connection with advertising or marketing Contractor's services. In its sole discretion, College may credit Contractor as the creator in connection with College's use of photographs or film created pursuant to this Agreement.

6. Protocol. The Contractor must follow [Reed's Public Affairs' Photography & Videography Protocol](#). The Contractor must make themselves visible and, when possible, verbally obtain consent when photographing or filming on campus and inform subjects that photos or film will be used for Reed's publicity and marketing. When photographing or filming in classrooms or Reed educational events not open to the public, the Contractor must work with Reed to contact the instructor in advance, ask for their permission, and ask that they inform the class of our presence. If the Contractor has the approval from the College to take photos or film in an area that has a reasonable expectation of privacy, the Contractor is responsible for seeking written release forms and providing them to the College when they deliver the work. The Contractor must use the release form posted on the Reed's Public Affairs' Photography & Videography Protocol website.

6. Relationship. Provider is an independent contractor. Neither Contractor nor any member of Contractor's group or staff will be, or be deemed to be, an employee or agent of the Organization or Reed. Neither Contractor nor any person affiliated with Contractor will represent the relationship with the Organization or Reed to be otherwise than stated herein. Contractor shall be responsible for any payroll, withholding, or other employment-related taxes and workers compensation premiums arising from services performed by its employees. Contractor shall defend, indemnify and hold harmless Reed from and against any claim: (a) that any employee of Contractor or any person affiliated with Contractor is an employee of Reed; (b) that Reed owes any taxes or fees arising from Contractor's activities hereunder; or (c) for compensation owed to any employee of, or other person affiliated with, Contractor. Contractor shall provide Reed with Contractor's Social Security number or taxpayer I.D. number, as applicable.

7. Loss or Damage to Property. Contractor shall be responsible for any damages to property of Reed or the Organization caused by negligence on the part of Contractor or any personnel associated with Contractor.

8. Indemnity. Contractor shall defend, indemnify and hold harmless Reed, its trustees, officers, employees, agents, insurers, students, successors and assigns (the "Released Parties"), from and against any and all claims, demands, actions, or causes of action on account of any damage to real or personal property or any personal injury or death arising out of the acts or omissions of Performer, its subcontractors, agents or employees relating to the Event, Performer's use of the Facilities, or this agreement, whether or not such damage, injury or death is caused by the fault or negligence of any Released Party.

9. Use of Reed College's Name, Marks, Symbols, and Images. Reed College shall have the right to review in advance and approve all advertising, promotional or marketing materials which use Reed College's name, symbols, service marks, identifiable buildings or landmarks, logos or other trademarks or images. User will not utilize the Marks to imply endorsement or other association with User without Reed College's written consent in advance of such use. Notwithstanding the foregoing, Contractor may list the College in a client list or personal resume.

10. Alcohol and Other Drugs. Contractor shall not permit any employee or other person affiliated with Contractor to consume alcohol or other drugs during the Event.

11. Force Majeure. Neither party shall be liable to the other party for failure to perform its obligations hereunder due to an act, event, omission, or cause beyond its control and without its fault or negligence, including but not limited to, strikes, lockouts, civil commotion, riots, wars, fires, explosions, floods, earthquakes, embargoes, or acts of civil or military authority.

12. Disputes/Governing Law. This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with, the laws of the State of Oregon, including federal law, but excluding choice of law rules. Any litigation between the parties shall be commenced and prosecuted only in the state or federal courts of Oregon. If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.

13. Entire Agreement/Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and, unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

14. Counterparts and Execution. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

THE REED INSTITUTE

By: _____

Title: _____

Date: _____

Signature: _____

[Name of Contractor]

By: _____

Title: _____

Date: _____

Signature: _____

APPROVED AS TO FORM:

[Name of Reed Organization]

By: _____

Title: _____

Date: _____