

**SAINT LOUIS UNIVERSITY
STANDARD PHOTOGRAPHY SERVICES AGREEMENT**

This Agreement, ("Agreement"), is made and entered into this _____ day of _____, 200__ by and between Saint Louis University, ("the University"), a Missouri nonprofit corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and _____, ("Photographer") an Independent Contractor and [] Sole Proprietorship [] Partnership [] Professional Corporation [] Corporation [] LLC Sole Proprietor [] LLC Partnership [] LLC Corporation [] Other _____ of the state of _____, whose principal address, phone and facsimile is _____.

In consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services To Be Performed. Photographer shall non-exclusively perform the services and provide all materials, tools and supplies applicable to the provision of such services (collectively, "the Services") which are more particularly described in Exhibit A, attached hereto and incorporated herein. All images/work produced for the University by the Photographer (the "Images") shall be for unlimited use by the University, its affiliates, departments, subsidiaries and the like, including, but not limited to, advertising, promotions, editorial, documentary, broadcast and any other publication.

2. Terms of Payment. Following completion of the Services and compliance with all terms and conditions contained herein, the University shall pay to Photographer the sum forth in Exhibit A, attached hereto and incorporated herein. All taxes and insurance (including worker's compensation insurance, if applicable) of any kind whatsoever are the sole responsibility of Photographer. Should any breach of this contract by Photographer whatsoever occur, no payment shall be due or owed by the University, and the Photographer shall be liable for any and all damages suffered and / or incurred by the University for such breach of contract. If applicable, Photographer shall utilize the University's tax exempt status to purchase any goods or materials to be used solely in connection with Photographer's provision of Services herein. Time is of the essence in performance under this Agreement. Photographer agrees to provide University with a completed standard IRS form W-9 prior to receiving payment from University. Photographer is not obligated to provide additional W-9's to University once an original is on file unless Photographer's legal reporting status has changed.

3. Termination. This Agreement [] may be terminated [] may not be terminated (if neither is indicated, "may be terminated" shall apply) without cause by the University upon ten business days written notice to Photographer. In the event of a default, this Agreement may be terminated by the non-defaulting party if the other party shall default in the performance of any material obligation under this Agreement and such default shall not have been cured within fifteen (15) days after written notice to cure such default.

4. Indemnification and Insurance. Any use of University students, employees, guests, visitors and the like in any of Photographer's productions, commercials, advertisements, etc., must be approved in writing in advance by the University. Obtaining all releases and permission to use the personal likenesses and images of any person, for such usage or in instances other than those used solely by the University, shall be the responsibility of the Photographer. Photographer hereby releases the University and its trustees, officers, employees, agents and students from any and all liability whatsoever arising out of or in connection with photographic use of the campus, students, employees, guests, visitors and the like, and hereby agrees to indemnify and hold harmless the University and its trustees, officers, employees, agents and students from any and all claims, suits, losses, costs, damages, expenses, injuries or death arising out of or in connection with its use of the campus, including, without limitation, claims based on alleged defamation, invasion of privacy or on infringement of rights to copyright, trademark, service mark or other intellectual property, together with any legal expenses that may be incurred by the University in defending any such claim. Photographer shall maintain comprehensive liability insurance, through a reputable carrier with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Photographer will provide the University with satisfactory proof of insurance prior to providing Services. Photographer shall immediately notify the University in writing of any lapse, cancellation or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement.

General Terms and Conditions

Laws, Rules and Regulations. Photographer agrees to abide by all policies, rules, and regulations promulgated by the University and all laws, ordinances, rules, orders and regulations of federal, state and municipal governments (including without limitation those laws pertaining to Photographer maintaining its status as an independent contractor) which are applicable in any way to the provision of the Services by Photographer and / or the use of University

property. Photographer acknowledges it has received, read and understands the University's rules and regulations and any violation thereof shall constitute a material breach of this Agreement. Any Photographer travel associated with the Services shall be in accordance with University travel policies. All hotel accommodations shall be at the University's Water Tower Inn.

Copyright. Copyright to all Images shall be held by the Photographer. Except as otherwise prohibited or restricted herein, Photographer shall have the unlimited right to publish all such Images for the Photographer's own portfolio and marketing efforts. Photographer shall have the right to sell, give, profit or otherwise allow any third party to utilize the Images only with the written approval of the University. Photographer agrees that at no time will the University's name, nicknames, logos or symbols, nor any of its building and unit names, be used in commercials, advertisements or any other publication or broadcast without the University's prior written approval. Such written approvals may be withheld with or without reasonable cause.

Control. Photographer retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. The University retains only the right to control the ends to insure its conformity with the terms and conditions specified herein. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Photographer and the University. Neither party will have the right, power or authority to act for the other in any manner whatsoever.

Governing Law. This Agreement shall be governed by the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.

Force Majeure. If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

Saint Louis University:

By: _____

Printed Name: _____

Title: _____

Assignment / Amendments. This Agreement may not be assigned by Photographer without the written consent of University. Any use of agents, sub-agents, subcontractors and the like by Photographer must be approved in advance, in writing, by the University. This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

Drafted By Counsel To The University. This document was drafted by counsel to the University and shall not be interpreted in any manner to provide representation or counsel to Photographer. Both parties acknowledge and represent that this Agreement is a result of an arm's length negotiation and any ambiguity that may arise now or in the future shall not be construed against the drafter in favor of Photographer.

Notices. Any notices pursuant to this agreement shall be sent by U.S. first class mail to the addresses set forth above, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, or on the date delivered if personal delivery.

Severability / Waiver. Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

Integration. This Agreement supersedes any and all other and past agreements, either oral or written, and contains the entire agreement of the parties.

Conflicts. In the event a conflict arises between the terms and conditions set forth in the main body of this Agreement and Exhibit A, attached hereto or any other attachment, the terms set forth in the main body of this Agreement shall control over Exhibit A and Exhibit A shall control over any other attachment hereto.

Photographer:

By: _____

Printed Name: _____

Title: _____

FID / SSN: _____

Exhibit A

Detailed Description of Services to be Performed: _____

Location of Services: _____

Date and Time of Performance: _____

Date and Time of Completion: _____

Rates: When desired by the University, Photographer shall perform the services at the following rates:

NOTE: All additional expenses, including prints, courier services, mileage, parking fees and other expenses, shall be borne by the Photographer.

Other Terms and Conditions: _____

[] *Additional Pages Related To Services Are Attached.*

[] *If checked, University has provided Photographer with a University identification card which shall remain the property of the University at all times. Photographer warrants that use of the University identification card shall be for official photography business of the University only and shall return the identification card the sooner of immediate demand by the University or the termination of this Agreement.*

TO BE COMPLETED BY UNIVERSITY DEPARTMENT FOR INTERNAL USE ONLY:

University Contact Name: _____ Phone: _____

University Department: _____