**Independent Contractor Agreement 2019**

This Independent Contractor Agreement (the Agreement) dated this **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Between:

Renee Sexton of Kissen Photography

-AND-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Background:**

* The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
* The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In Consideration of the matters described above and 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” collectively the “Parties” to this Agreement) agree as follow:

**Services Provided**

* The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) consisting of:
* \_\_\_\_\_\_\_\_ hours of photography work including Ceremony and Reception
* Photographers Start Time \_\_\_\_\_\_\_\_
* Time of Ceremony \_\_\_\_\_\_\_\_ and time of Reception \_\_\_\_\_\_\_\_
* Ceremony Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* All pictures will be edited and placed on USB drive
* The USB drive will be mailed and received no later than 6 weeks of event
* The USB drive will be mailed to this location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* The services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**Terms of Agreement**

* 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 by mutual written agreement of the Parties.
* In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least 30 days’ notice to the other Party.

**Performance**

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

**Currency**

* Except as otherwise provided in this Agreement, all monetary amounts referred to in this agreement are in US Dollars.

**Payment Options**

* Cash
* Check (Must be paid 2 weeks in before service date to make sure it clears)
* PayPal (Additional charges will be added for this use)

**Compensation**

* For additional services rendered by the Contractor as required by this Agreement (see section Reimbursement of Expenses), the Client will provide compensation (the “Compensation”) to the Contractor for the flat fee of $200.00.
* A deposit of $100.00 (the “Deposit”) will be payable by the Client and understands that the deposit is nonrefundable and that the Deposit is included in the total amount that was quoted.
* The Compensation will be payable if full by the agreed date **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* For the remaining amount, the client will be invoiced every two weeks unless otherwise stated. Also see Penalties for Late Payment.
* The above Compensation includes all applicable sales tax, and duties as required by law.

**Reimbursement of Expenses**

* The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services hereunder.
* The Contractor will provide vouchers to the Client at the Clients request for all such expenses.

**Penalties for Late Payment**

* Any late payments will trigger a fee of 20% per month on the amount still owed for the first six months than 30% every month after the six months. Although the Contractor may change those terms at their discretion.
* If full amount is not paid by the week of the event the Contractor has the right to cancel their service and will refund up to 40% not including the nonrefundable deposit.

**Ownership of Materials and Intellectual Property**

* All intellectual property and related materials (the “Intellectual Property”) including any related work in progress that is developed or produced under this Agreement. The use of the Intellectual Property by the Client or the Contractor will not be restricted in any manner.
* The Contractor retains copyright in the photographs, and hereby grants the Client unlimited right to use or reproduce (but not edit) the photographs for which the Client pays. The Contractor may use the Intellectual Property for advertising purpose i.e. Facebook, website and business cards.

**Return of Property**

* Upon the termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Capacity/Independent Contractor**

* In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The contractor 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**

* All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties of this Agreement through email:
* [Renee@kissenphotography.com](mailto:Renee@kissenphotography.com) or (330) 219-5472

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

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Indemnification**

* Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which results from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with Agreement. This indemnification will survive the termination of this Agreement.

**Legal Expenses**

* In the event that legal action is bought to enforce or interpret a term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award.

**Modification of Agreement**

* Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the essence**

* Time of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

* The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

* It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Inurement**

* This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**Titles/Headings**

* Headings are instated for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Governing Law**

* It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Ohio, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

* In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

* The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same other provisions.

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(Client Name & Date)

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(Contractor Name & Date)