

Commercial Contract

EVENT PHOTOGRAPHY CONTRACT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to service matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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D2. EVENT PHOTOGRAPHY CONTRACT

THIS EVENT PHOTOGRAPHY AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Photographer", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest).

(The Business and the Photographer are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

WHEREAS the Business is conducting an event regarding [insert description of event] (hereinafter referred to as the "Event") for the purpose of [insert description of purpose of event].

AND WHEREAS the Business requires the services of a photographer for the coverage of the Event.

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AND WHEREAS the Photographer is in the business of providing photography services to its clients.

AND WHEREAS the Photographer has offered its services to the Business and the Business has accepted the services of the Photographer.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. SERVICES

- (1) The Photographer shall be required to photograph the Event to be held from [insert time] to [insert time] on [insert date(s)] at [insert address] (hereinafter referred to as the "Services").
- (2) The Photographer shall be required to cover the entire event in adequate detail, and as per the requirements/instructions from the Business.

2. SERVICE FEE

- (1) The Business shall pay an amount of Rs. _____/- (Rupees _____) (insert amount) (hereinafter referred to as the "Service Fee") to the Photographer in consideration of the Photographer providing the Services under this Agreement.
- (2) The Service Fee shall be payable by the Business to the Photographer according to the following payment schedule:

Description	Payment Percentage
i. Advance at the time of signing of this Agreement	[insert percentage]
ii. On the day of the Event	[insert percentage]
iii. Upon delivery of Hard Print Photographs	[insert percentage]

- (3) In the event the Business fails to make any of the payments referenced by the deadline set forth in Clause 3 (2), the Photographer shall have the right, but is not obligated, to pursue any or all of the following remedies:
 - i. Terminate the Agreement,
 - ii. Immediately stop all works-in-progress or remove unpaid for material.

3. DELIVERABLES

- (1) The Photographer shall be required to provide the Business with the soft prints of the Event photographs on CDs/DVDs within [insert number] days of the Event.
- (2) The Photographer shall also provide the Business with [insert size] hard prints of up to [insert number] photographs selected by the Business within [insert

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number] days after the Business communicates its selection to the Photographer.

- (3) The Photographer shall allow for limited professional image manipulation (if technically possible) on the images of the Business' choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents the Photographer from performing requested image manipulation, or if a technicality prevents the final result to meet the Business' requirement, the Business shall reside with the fact that the Photographer has performed to its best ability with regard to the specific task and that the Photographer has no further responsibility towards said image manipulation.
- (4) The Business agrees that the Photographer may put a small logo on the bottom of their photos establishing authorship credit. In order that the Business may remove their logo in the event of the design being altered, it is mutually agreed that the Photographer shall be notified of any such changes.

4. EVENT GUIDE

- (1) The Business shall be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired.
- (2) The photographer shall not be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

5. BUSINESS' OBLIGATIONS

- (1) The Parties agree to set aside at least 30 minutes before commencement and a 60 minute time frame afterward for photographs that cannot be obtained during the Event. The 60 minutes following the Event includes group photographs.
- (2) The Photographer is limited by the guidelines of the Event. The Business agrees to accept the technical results of their imposition on the Photographer.

6. EXCLUSIVITY

- (1) It is understood that the Photographer shall act as the sole and exclusive photographer of the Event. Because of the fact that flashes from guest's cameras may ruin shots taken by the Business, the Business acknowledges that the Business is responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session, and agrees to place a separate notice to this effect in the in the invitations.
- (2) The formal photography time is for the exclusive use of the Photographer to capture the formal portraits. Because of time constraints and the need for

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subjects to pay full attention to the professional photographer, guest photography cannot be permitted. The Photographer will allow guests to take snapshots at some point during events, and during the time the Photographer equipment is being packed up. In return for this consideration the Photographer insists no other guest photography take place when or where the Photographer is working. No other guest/photographer using professional equipment will be allowed by the Photographer at any time during the Event.

- (3) The Photographer reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

7. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS**

- (1) The photographs, digital negatives or prints produced by the Photographer are protected by copyright law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicit written permission. Upon final payment by the Business, the limited copyright ownership of the resulting images will be transferred to the Business under the following conditions:
- (2) All photos provided by the Photographer are property of the Photographer and may not be used in any media without permission or transfer of right specified in writing between the Photographer and the Business.
- (3) Photography digital negatives may be given to the Business on disk or other electronic media. However, possession of this disk by the Business does not constitute ownership of all file contents by the Business.
- (4) The Business must obtain written permission from, and compensate the Photographer prior to an event where the Business publishes or sells the photographs for profit.

8. **NON-GUARANTEES:**

- (1) Although every possible care will be taken to produce photographs of all important and special events during the event, the Photographer cannot place an unconditional guarantee regarding the same.
- (2) The Photographer shall not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of the Photographer's control.

9. **SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable under the law, the validity of this Agreement as a whole shall not be affected, and the other provisions of the Agreement shall remain in full force and effect.

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10. AMENDMENTS

This Agreement has been freely negotiated and shall be recognized as the entirety of the Agreement. Only those changes or modifications specifically placed in writing by the Parties shall be accepted.

11. MODEL RELEASE

- (1) The Business hereby assigns and grants the Photographer and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the event for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.
- (2) The Business hereby releases the Photographer and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that the Photographer may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by the Photographer.

12. ENTIRE UNDERSTANDING

This Agreement constitutes the sole agreement between the Photographer and the Business regarding the Services.

13. REPRESENTATIONS

Each Party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

14. TERMINATION

- (1) Either Party may terminate the Agreement by giving the other Party a [insert number] days prior notice.
- (2) In the event that the Photographer terminates this Agreement for any reason other than the Business' default, the Photographer shall refund any fees received from the Business.
- (3) If the Photographer terminates this Agreement for the Business' breach, the Photographer shall retain any fees received from the Business.

15. RELATIONSHIP

The Parties to this Agreement acknowledge and agree that this Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the Parties.

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16. CONFIDENTIALITY

- (1) Each Party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other Party that the disclosing Party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement.
- (2) Each Party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving Party or [insert number] years following termination of the Agreement.

17. GOVERNING LAW AND EXCLUSIVE JURISDICTION

This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the courts at [insert place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.

18. FORCE MAJEURE

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

19. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance

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with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

20. ASSIGNMENT

Neither Party hereto may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without prior express written consent of the other Party.

IN WITNESS WHEREOF, the Parties have set their respective hands on this Agreement at the place, and on the date, mentioned hereinabove.

For and on behalf of
The Business

For and on behalf of
The Photographer

WITNESS NO. 1

WITNESS NO. 2

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____