

Video/Photography Services Contractor Agreement

This **Video/Photography Services Contractor Agreement** is entered into by and between the University of San Diego, a California non-profit corporation (“USD”), and _____ (“Contractor”). In consideration of the agreements and covenants set forth in this Agreement, the parties agree as follows:

1. **Scope of Work.** USD hereby initially retains Contractor to perform the services set forth in Attachment A, which is incorporated herein by reference. Contractor and an authorized agent of USD may agree to additional projects and assignments, including the fees to be paid, through a confirming letter or other writing. All services performed by Contractor for USD after the effective date of this Agreement will be subject to the terms of this Agreement. Contractor represents that it has sufficient staff available and that it has the background, training and experience to perform properly the services to be delivered under this Agreement. Contractor will promptly deliver to USD all deliverables in digital or other requested format.
2. **Fees and Expenses.** USD shall pay to Contractor the agreed upon fee for the services performed. Contractor will invoice USD for all services performed in accordance with the invoice schedule. Payment shall be made within 30 days of receipt of the invoice. Unless otherwise specifically provided for in this Agreement, all expenses shall be borne by Contractor. Final payment shall be subject to Contractor’s delivery to USD of all deliverables in form and substance satisfactory to USD.
3. **Termination.** This Agreement is effective as of the date it is signed by Contractor. This Agreement will remain in effect until terminated by either of the parties pursuant to this provision. Either party may terminate this Agreement for any reason upon thirty (30) days’ prior written notice to the other. In the event of such termination, there shall be an equitable pro-rata adjustment between the parties relative to fees and expenses incurred for services rendered by Consultant through the effective date of termination.
4. **Independent Contractor.** It is expressly understood and agreed that, in the performance of activities contemplated by this Agreement, Contractor and its employees and agents will at all times act as an independent contractor of USD, and not as employees or agents of USD. Contractor is responsible for Contractor’s own applicable state and federal tax withholdings and payments for the fee paid under this Agreement. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.
5. **License.** Contractor has created or agreed to create works for USD (the “Works”). Contractor acknowledges and confirms that Contractor is and will be the sole author of the Works and own all of the rights to which Contractor purports to grant under the terms of this Agreement. Contractor hereby sells, transfers, and assigns to USD, and USD hereby purchases from Contractor, the non-exclusive, perpetual, irrevocable, worldwide rights, title and interests to use the Works for any USD-related purposes, including but not limited to on-line or print use for public relations, promotional, advertising, fundraising, recruitment, administrative, academic, athletic or educational purposes, and use in any USD publications. Contractor acknowledges that USD has the right to reprint, modify or otherwise change the Works at USD’s sole discretion and to determine the final form of the Works and the final content of the publication in which the Works are printed. Contractor represents and warrants that the Works are original with Contractor as the artist, and that Contractor has violated no laws or privacy rights in preparing the Works. Contractor agrees not to sell or assign rights to the Works or otherwise use the Works for any commercial purpose without the advance written permission from USD, which permission will not be unreasonably withheld.

6. **Trademark.** Contractor shall not use the name “USD,” “University of San Diego,” “Toreros,” or use any logo or insignia of or otherwise identify USD or the Toreros in any form of publicity, disclosure or sale without the prior written consent of USD, which consent may be withheld, granted or rescinded by USD in its sole discretion.
7. **Compliance With Laws and USD Policies.** Contractor, its employees and agents shall comply with all applicable federal, state and local laws, including but not limited to the Family Educational Rights and Privacy Act of 1974 (the “Buckley Amendment”) with respect to personally identifiable student education records, applicable laws governing required releases and consents, and applicable laws prohibiting discrimination and harassment towards students and employees of USD. Contractor, its employees and agents shall comply with all applicable USD policies that govern independent contractors of USD.
8. **Insurance.** As an independent contractor, Contractor certifies that it maintains and is responsible for maintaining general liability insurance, workers’ compensation and automobile insurance for Contractor and Contractor’s employees or agents for the duration of this Agreement in the minimum amounts established by USD. The insurance must cover all of Contractor’s activities related to this Agreement. Contractor’s liability policies shall name USD as an additional insured. Contractor will provide USD with evidence of this insurance coverage, including updated evidence of coverage. For information about current insurance requirements, please see the webpage for USD’s Department of Risk Management. Contractor shall be solely responsible for any and all claims, damages and injuries caused by Contractor or Contractor’s employees or agents arising out of or related to the performance of this Agreement.
9. **Entire Agreement.** The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.
10. **Amendment/Severability.** This Agreement may not be amended, except through a writing signed by Contractor and an authorized representative of the University. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.
11. **Assignment.** The rights and responsibilities granted herein are not assignable or transferable.
12. **Venue.** The venue for any dispute between the parties arising out of or relating to this Agreement shall be in San Diego, California.
13. **Authority.** By signing below, the representative from each party represents that he/she is duly authorized to sign the Agreement on behalf of either USD or Contractor.

In witness whereof, the parties have executed this Agreement as of the dates set forth below.

CONTRACTOR

THE UNIVERSITY OF SAN DIEGO

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

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Attachment A

Initial Scope of Work:

Fees for Services for Initial Scope of Work:

Invoice Schedule for Initial Scope of Work: