

FREELANCE PHOTOGRAPHER AGREEMENT

This Independent Contractor Agreement made on _____, By and between:

Talent Media Publishing ("Company") and

_____ ("Freelance Photographer").

Whereas, Freelance Photographer is an independent contractor willing to provide certain skills and abilities to the Company that the Company has a demand and need.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Company and Photographer agree as follows:

1. Work Status. The Company hereby contracts the Photographer as an independent contractor, and the Photographer hereby accepts such contract.

2. Start Date. The term of this Agreement shall commence on _____, Either party may, without cause, terminate this Agreement by giving 30 days written notice to the other.

3. Services Provided. The Photographer shall provide the following services:

- Company requires a MINIMUM of 10 Athletes per hour to be photographed. Athletes must be NON-PROFESSIONAL and Athletes contact information must be included in the photos submission.
- Company requires a MINIMUM of 5 photos per Athlete. Athletes of all Ages, all Levels and all Sports Accepted
- Photographer must ensure Athletes know they will be published in the magazine, and this is NOT a Club Photoshoot. Parental approval must be acquired for underage Athletes. Company specializes in youth, amateur, local sporting events and local Clubs & Sports. (Local Competitions, Tournaments, Games, Training Centers and Clubs, etc)
- Photos not required to be Artistically edited, this is mainly Photo-Journalism type
- Photos must be High Resolutions (Minimum 2000 Pixels). Focused and Color balanced. Background preferably blurred / Out-of-Focus.
- Action Photos preferred. Awards and Podium photos also accepted. Do not crop the photos, as they may not be considered for cover.

4. Compensation & Copyrights. The Company shall compensate the Photographer as follow:

- An hourly rate of \$_____ Paid within 5 business days of photos submission and after submissions verification.
- Photographer hereby keeps all photos copyright ownerships and can use the photos as desired. The Company does not require exclusivity. Photographer grants to the Company the full and unconditional usage rights to use and reuse the photos, in any way the Company sees fit for the purpose of the magazines and their promotions.

5. Travel Expenses. The Photographer's travel expenses shall not be reimbursed by the Company, and are considered as Photographer business expense, unless otherwise agreed in writing.

6. Promotional Materials. The Company promotional materials, including but not limited to business cards, T-Shirts and banners, are available for FREE to Photographer. The shipping cost is the only expense Photographer shall incur. Other promotional materials may be approved in advance by the Company.

7. Other Business Activity. The Photographer may engage in other business activities provided, however, that Photographer shall not during the term of this Agreement solicit the Company's employees, clients, accounts, or other related business endeavors of the Company.

8. Unplanned Events. If for reasons beyond the control of the Company and Photographer should affect this Agreement, this Agreement shall terminate immediately. Such events include, but are not limited to, illness, incapacitation, death, or other "Acts of God".

9. Relationship Defined. Nothing in this Agreement shall indicate the Photographer is a partner, agent, or employee of the Company.

10. Final Agreement. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

11. Legal Notice. All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address listed below:

Company Address: 60 De Bresoles, Montreal Qc Canada, H2Y 1V5

Photographer's Address: _____

12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws under the Province of Quebec, Canada.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Company Signature: _____ *Robert Boulanger* _____ Date: _____

Print Name: _____ Robert Boulanger _____

Photographer Signature: _____ Date: _____

Print Name: _____