**Second Shooter Agreement**

This agreement is between Allison Tucker Peavyhouse of Allison Tucker Photography, referred to as the Prime Shooter, and an independent contractor whose name and address appears above, referred to as the contractor.

1. **Assignment**: The contractor agrees to work as a second shooter, on a per wedding basis.

2. **Independent Contractor**: The contractor and the Prime Shooter hereby specifically agree that the contractor is performing the services as an independent contractor and is not an employee of the Prime Shooter. Nothing in this agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Prime Shooter’s sole discretion to terminate this agreement at any time without cause. The contractor further agrees to be responsible for all of contractor’s federal and state taxes, withholding, Social Security, insurance and all other benefits. The contractor shall have no claim against Allison Tucker Photography hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. **Cards**: The contractor agrees to hand over all memory cards before leaving the event. The Prime Shooter download the cards the next day and mail them back to the contractor.

4. **Copyright:** The contractor agrees the images are owned by the Prime Shooter. The contractor agrees not to sell any image taken during a contracted event from the Prime Shooter to any person, company, group, advertising agency or otherwise without the Prime Shooter’s express written permission.

5. **Usage:** The Prime Shooter grants the contractor permission to use the images taken during a contracted event for the contractor’s print portfolio, website or blog. All images used on the web must give full credit. It should include a “photographed for Allison Tucker Photography” statement with a link to http://www.Allisontuckerphotography.com The contractor must wait to use the images online until after the Prime Shooter blogs the event, or 6 weeks, whichever comes first.

6. **Client Interaction:** The contractor may not Facebook friend or accept a friend request from a client or their wedding guests. The contractor cannot connect with the client in any way for any reason.

7. **Business Representation:** The contractor will be given the Prime Shooter’s business cards to hand out if anyone asks during the wedding. The contractor is not permitted to promote his or her own business during the wedding. This includes networking with other vendors, only the Prime Shooter's business information should be given out.

8. **Confidentiality**: The contractor understands that all materials, price lists, contracts, financial documents, agreements and other information or documents that are given to him/her in the scope of his/her assignments are the exclusive property of the Prime Shooter and are privileged and confidential information. The contractor agrees not to reveal this information to anyone, nor to use this information to the detriment of the Prime Shooter, including to circumvent or to undercut sales. The contractor agrees that all materials as described above must be returned to the Prime Shooter at the end of this contract.

9. **Liability:** The contractor warrants that he/she will perform when booked for a photographic assignment and that he/she is liable for any loss or other financial liability suffered by the Prime Shooter due to failure to perform other than a documented medical emergency or an “Act of Nature.” The Prime Shooter is not liable for any loss or damage to the contractor’s equipment under this contract.

10. **Equipment:** The contractor is responsible for providing all of his/her own equipment with which to complete the assignments. This includes providing his/her own media cards to photograph with. The Prime Shooter requires that weddings be photographed in RAW format and that all original digital files are relinquished to the Prime Shooter upon completion of the contracted job. If the contractor is to borrow gear from the Prime Shooter, the contractor is therefore responsibility for covering any damages or theft. All gear must be returned to the Prime Shooter by the end of the allotted shooting time.

11. **Wedding Day Conduct**: Contractor will dress in dark colors and will appear neat and clean. Contractor will not be late unless it is an act of God. The contractor will call the Prime Shooter in the event of an emergency or delay. If the contractor cannot make it to the agreed upon event, they must secure a replacement.

12. Payment will be arranged on an individual basis for each contractor. Payment will be a base amount depending on experience and the assignment, typically up to $30.00 per hour. Assignments are typically 8 hours.

**I accept to all the terms listed, and accepting this assignment as an Independent Contractor. By writing by name in the section provided, I am digitally signing this form and agreeing to all the terms.**