

First Descents Volunteer Photographer Contract

This Agreement made the ____ day of _____, 2012 by and between _____ (“I” or “Independent Contractor”), and First Descents (“Company”) or its affiliated companies.

Independent Contractor and Company agrees to the following:

1. I have created the following work(s) for the Company: Photo and video content for FD participants and staff, any specific content attached in Exhibit A (the “Work”).
2. I acknowledge and agree that my creation of the Work is as an Independent Contractor on behalf of the Company and shall constitute a “Work made for hire” under the Copyright laws of the United States.
3. I acknowledge and agree that the Company shall have full and exclusive ownership rights to the Work, and I agree not to assert any rights inconsistent with the Company’s ownership of the Work.
4. I agree to execute any document reasonably requested by the Company to further evidence or attest to the vesting of all ownership rights to the Work in the Company, without further consideration.
5. I acknowledge and agree that it is my responsibility to ensure the Work is free of any materials that infringe on any copyright, patent, trademark, or other intellectual property of any third party.
6. I acknowledge and agree that only compensation I am entitled to receive for the creation of the Work is as follows: FD t-shirt, great food, wonderful company, and a week of fun! First Descents will reimburse any associated shipping or processing expenses. I acknowledge and agree that I shall not be entitled to receive any additional compensation or other benefits, including without limitation, future royalty payments or revenues generated from the sale or use of the Work.
7. If for any reason the Work would not be considered a work made for hire under applicable law, I hereby sell, assign, and transfer to the Company, its affiliates, successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
8. If the Work is one to which the provisions of 17 U.S.C. 106A apply (the section of Federal copyright law defining the rights of attribution and integrity of an author of a work of visual art), I hereby waive and appoint the Company to assert on my behalf my moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for Company purposes.

AGREED AND ACCEPTED.

_____ Signature of Photographer Date