



Photography – Body Painting

Sunday 1 November, 2009,
10am – 4pm

Oneworld Sport, 295 Church Street, Parramatta

Photographer's Agreement

Photographer's fee: \$125 ('Fee')

IN CONSIDERATION FOR PAYMENT OF THE FEE, WHICH CHALK URBAN ART INCORPORATED (ABN 82 206 867 556) ('Organiser') ACKNOWLEDGES RECEIPT OF, THE ORGANISER ALLOWS THE PHOTOGRAPHER TO PARTICIPATE IN THE FESTIVAL EVENT AS AN AUTHORISED PHOTOGRAPHER IN ACCORDANCE WITH AND SUBJECT TO THE FOLLOWING TERMS & CONDITIONS:

1. The Photographer must submit at least 6 Photographs to the Organiser for future promotional purposes within in 30 days of the Festival finishing. The Photographer grants the Organiser an irrevocable, royalty free, non-exclusive license to use these Photographs in any manner which the Organiser chooses, at the Organiser's discretion, (including but not limited to promotion, marketing and merchandising) in all media, for all goods and in all territories for the life of copyright in the Photographs. Further the Photographer consents to the Photographs provided by the Photographer pursuant to this clause being used by the Organiser in such uses as the Organiser chooses including adaptation and editing of the said Photographs.
2. The Photographer must acknowledge the Body Artist, the Model and Chalk Urban Art Festival in exhibitions of the Photographs taken at the Festival, where ever possible.
3. The Photographer acknowledges Photographs are not permitted to be used as erotic content and the Photographer will not, and will not permit third parties to use its Photographs taken at the Festival in such a manner.
4. Photographs may not be used for commercial use without the prior written agreement of the Model, the Body Artist and the Organiser. Such agreement may be subject to such further conditions as the Organiser may impose at its absolute discretion.
5. In this Agreement:
'**Body Artist**' means the artist performing the body art painting of a Model at the Festival Event which is the subject of a Photograph;
'**Festival Event**' means the body painting competition being held at 295 Church Street, Parramatta on 1 November 2009, as rescheduled by the Organiser from time to time;
'**Model**' means a model at the Festival Event being used to model body art which is the subject of a Photograph; and
'**Photograph**' means any photographic image or other recorded material taken, or recorded, by the Photographer at the Festival.

This document must be signed before the Photographer is permitted to take any Photographs at the event.

Executed as an agreement:

Photographer's Name ('Photographer')

Photographer's Signature

Date

Address

E-mail

Phone no

Signed on behalf of the Organiser