

**Videographer Approval and Authorization Agreement**

This Agreement is entered into by and between the School Nutrition Association (hereafter “SNA”), a non-profit corporation in the State of Virginia, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a \_\_\_\_\_\_\_\_\_ that provides videography and related services located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Provider”).

**Recitals**

1. SNA holds conferences and hosts exhibit halls for the benefit of SNA’s membership.
2. Outside vendors and services for SNA’s conferences and exhibit halls require SNA’s express permission and authorization to attend, provide services in connection with and engage with SNA’s members at SNA’s conferences and exhibit halls.
3. SNA desires to authorize approved videography services for scheduled conferences and exhibit halls.
4. Provider desires to be authorized to provide approved videography services.
5. Provider is available and offers to provide the personnel and equipment necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto).
6. Provider is in the business of providing videography services for businesses and non-profit entities, represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services in an efficient, professional, cost-effective manner with a high degree of quality and responsiveness, and has performed and continues to perform the same and similar services for other entities.
7. On the basis of and in reliance upon such representations by Provider and others made in this Agreement and in Provider’s proposal, SNA desires to authorize Provider to provide the work and services described herein under the terms and conditions of this Agreement.

 For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SNA and Provider agree as follows:

**Terms and Conditions**

Services to be Performed by Provider

 SNA authorizes and approves Provider to perform the work and services (“Services”) set forth in the Scope of Services included in this Agreement and in Provider’s proposal as incorporated into this Agreement as Exhibit A for [conference name] (“Event”).

 Provider agrees to comply with the rules and regulations of SNA established for SNA’s conferences and exhibit halls, including but not limited to permitted hours for the Services at conferences and exhibit halls. Provider shall not perform work with or without compensation at times or at locations that are not authorized by SNA as part of the Scope of Services. Provider agrees to promptly disclose to SNA each of the members who engage Provider for Services.

Compensation of SNA and Provider

 Provider shall be compensated for Services by the members of SNA who choose to engage Provider at SNA conferences and exhibit halls, on the terms and conditions for Services and incorporated into this Agreement as Exhibit A. Provider shall not provide work or services to members or receive compensation from members different from or in addition to the Services set forth in Exhibit A.

 Provider shall pay SNA an access fee of five hundred dollars ($500). Payment to SNA shall be made within ten (10) business days of approval and in advance of provision of Services if approval is granted within less than ten (10) business days of the date Services are to be provided.

Obligations and Representations of Provider

*Independent Contractor.* The parties agree that Provider enters into this Agreement with SNA as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider’s agents or employees as an agent, employee or representative of SNA. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow SNA to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider’s performance under this Agreement.

*Provider’s Control of Work*. All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.

*Reports to SNA*. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to SNA and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to SNA and the rights of SNA, as set forth in the Scope of Services.

*Compliance with All Laws*. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government which may affect the performance of this Agreement.

*Permissions.* Provider shall obtain and maintain subject to inspection by SNA written permission and releases for use of any and all individuals who are imaged on video or photographed by any method.

*Indemnification.* Provider (hereinafter also referred to as “Indemnitor”) agrees to indemnify, save and hold harmless SNA, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney’s fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as “Claims”) for personal injury (including death) or property damage to the extent caused by the negligent act, omission or misconduct of the Indemnitor, or any of Indemnitor’s directors, officers, agents, contractors or employees. This indemnity includes any claim or amount arising or recovered under the workers’ compensation laws or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense and judgment costs where this indemnification is applicable.

*Insurance.* Provider shall procure and maintain until all of their obligations have been discharged and satisfied insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or contractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Provider’s insurance shall contain broad form contractual liability coverage. The policies shall contain a waiver of subrogation in favor of SNA, its officers, officials, agents, and employee and shall name SNA as an Additional Insured under the policy. SNA in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

Comprehensive General Liability in the amount of one million (1,000,000) USD per occurrence

General Provisions

*Headings*. The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

*Governing Law and Venue*. This Agreement shall be governed by and administered and interpreted under the laws of the State of Virginia without regard to any conflict of law provisions.

*Severability*. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

*Attorney’s Fees*. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

*Assignment.* This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either SNA or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party’s prior written consent shall be null and void.

*No Conflict of Interest.* Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services to be performed under this Agreement or the interests of SNA and its members. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or contractor having any such interest.

*Authority to Contract*. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.

*Integration; Modification*. This Agreement represents the entire understanding of Client and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

*Subcontractors*. This Agreement or any portion hereof shall not be subcontracted without the prior approval of SNA. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. SNA shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to SNA for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between SNA and any subcontractor or sub-subcontractor.

*No Waiver*. The failure by SNA to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by SNA of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies SNA may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

*No Third-Party Beneficiaries*. This Agreement and all of its provisions are solely for the benefit of Provider and SNA and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

*Incorporation of Recitals and Exhibits*. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

Duration and Cancellation

This Agreement shall become effective on the last day of execution by the parties and shall continue in force until one (1) month following the conclusion of the Event, unless sooner terminated as provided herein. The Scope of Services and all pricing is to remain firm during the contract period. This Agreement shall terminate immediately for cause upon any event of default by Provider, any breach of warranty or representation by Provider, or any failure of Provider to comply with the rules and regulations of SNA. Either party may terminate this Agreement without cause by written notice of its intent to terminate the Agreement to the other party of not less than fifteen (15) days.

Survival of Covenants

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Counterparts

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. Client, unless terminated by either party.

Signed and delivered by the authorized representatives of the parties:

**Provider**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**School Nutrition Association**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_