

This Agreement is made this _____ day of _____ 20____ between TeamImage (“ Photographer”) and _____ (“ League“).

This Agreement covers photography services for _____ season/s commencing in the year of _____ and concluding in the year of _____.

Art work pertaining to this agreement, once approved, will remain for the life of the agreement.

Additional Terms & Conditions applicable to each package or promotion form part of this agreement.

The selected package & inclusions, and agreed price to provide photography is as tabled on the booking form under “ Team Photo Package”.

The League and the Photographer hereby agree to the following terms:

1. BOOKING

- i. All bookings must be received on a booking form or by using the online form on our website. Verbal bookings are not accepted.
- ii. All the information on the booking form forms part of this agreement.
- iii. All the information on the booking agreement must be completed. No dates are “ to be advised” or “ to be confirmed” with the exception of bookings made more than 10 months in advance.
- iv. “ To be advised” or “ To be confirmed” dates are considered booked for the purposes of cancellation fees. (See section 7)
- v. It is the League’s responsibility to ensure new committee members are notified of the League’s agreement obligations no later than the AGM.
- vi. Where a League’s agreement extends for more than one season, confirmation of the League’s details and booking dates are to be submitted each season using our online booking form no later than _____.
- vii. After the above deadline has passed, League’s who are obligated to secure a booking date under this agreement but fail to do so due to unavailability will be responsible for the cancellation fees applicable. (See section 7)

2. PROMOTIONS & OFFERS

- i. Any applicable vouchers must accompany the booking form, and be attached. When lodging digitally, the promotion code must be quoted. Failure to attach vouchers or enter the promotion code will deem the offer void, and full price of the product will be charged.
- ii. Discounts, where given, apply to the current price of the product.
- iii. Promotional bonuses and prizes given are strictly at the discretion of the Photographer and no correspondence will be entered into.
- iv. Loyalty bonuses and/or fixed pricing where applicable are only available where the League books for consecutive years.
- v. Discounts and offers cannot be used in conjunction with one another and are not redeemable for cash.
- vi. Free prints where offered, cannot be claimed for teams that place orders for less than \$50.
- vii. The League is not entitled to rebates where offered, on orders received outside of the booked photo day/s.

3. DEPOSIT

- i. A minimum deposit of (\$3 x number of registered players) or \$300, whichever is greater, is payable on the first booked photo day, and must be paid to the photographer prior to photography. The deposit is non-refundable. The Photographer reserves the right to refuse photography where a deposit is not paid.
- ii. Where pre-paid envelope payments collected are lesser than the minimum deposit, the League is responsible for the shortfall.

4. SCHEDULING & TEAM MANAGEMENT

- i. Scheduling must be a minimum of 10 minutes and a maximum of 20 minutes between teams. Teams scheduled more than 20 minutes apart incur a fee (see 6v).
- ii. The Photographer reserves the right to limit group sizes to maintain the quality of the image.
- iii. It is the responsibility of the coaches and managers to keep teams controlled. The Photographer reserves the right to refuse to photograph disruptive teams.

5. SETUP

- i. The listed contact or other representative must meet us on each photo day to provide adequate direction for set-up, electricity supply and other essential services, and to pay the deposit where applicable.
- ii. The League shall designate an area for the Photographer to display, sell and/or promote photographs on each photo day.

6. OTHER FEES & CHARGES

- i. A minimum of 8 teams or 100 players (whichever is greater) per photography date booked is required, or the entire league where there are less than 8 teams or 100 players.
- ii. Additional days required where less than the required minimum (as per section 6i) are present will incur a surcharge of \$100 per additional date.

- iii. Teams that are photographed but do not order will incur a \$20 fee per team.
- iv. Teams that are scheduled but fail to show will incur a \$20 fee.
- v. Minimum Team order is \$50.
- vi. Teams that are scheduled more than 20 minutes apart will incur a surcharge of \$15 per 15 minutes or part thereof unless by prior approval by us.
- vii. Inserts incur a fee of \$15 each per team artwork.
- viii. Logos other than the League's incur a fee of \$15 each per team artwork.
- ix. Where access to the ground is covered by a fee, it is the League's responsibility to provide the Photographer's access to the grounds which includes but may not be limited to providing entry passes.
- x. Delivery to all metro areas \$15.

7. CANCELLATION

- i. A cancellation fee of \$200 is payable upon cancellation of booking before 14 days prior to the first booked photo day.
- ii. The League is obligated to proceed with all booked dates 14 days prior to the first photography day. Failure to fulfil this obligation will result in the League being liable for a fee equal to the full amount of the Agreement minus any amounts already paid.

8. PROOFING & APPROVALS

- i. Each team must have a representative to complete the job card on photo day. Job cards are to be handed in to the photographer prior to the conclusion of photo day.
- ii. Job cards are not required for league's utilizing one step proofing.
- iii. All proofs will be emailed to the provided League contact for distribution to the appropriate managers/coaches.
- iv. Approvals/changes must be submitted by the deadline. Approvals/changes not submitted by the deadline will deem the proof correct and the League will be held responsible for re-prints due to errors &/or omissions.
- v. All the instructions provided in the proof/approval email form part of these terms and conditions.

9. COPYRIGHT, PERMISSIONS & PRIVACY

- i. The League agrees to grant us the rights to freely photograph members and teams as per the booking schedule and/or our order book for the purposes of providing products to members. This includes access to grounds for action photographs.
- ii. Permission is granted to us to use the club logo for the purposes of providing team and individual photos.
- iii. All copyright remains the property of the Team Image and images may be used by the Photographer for promotional purposes including but not limited to publishing on our website.
- iv. The League agrees to obtain the necessary model release from each parent which will indemnify the Photographer from claims arising out of the performance of this agreement.
- v. The onus is on the League to notify us of any member who has not provided permission for their image to be published.
- vi. No image is published with names to electronic or printed media unless express permission is obtained by the individual or their parent or guardian.
- vii. Website passwords are not provided by email or telephone.
- viii. It is the League's responsibility to make sure all the necessary authorisations are obtained if access to restricted areas is required.
- ix. Team setup is copyright and photographs from unauthorised persons is not permitted.

10. DELIVERY

- i. Orders must be paid for in full when collected.
- ii. Delivery to metro areas is available for the fee as per article (6ix).
- iii. Distribution of all team photos & individual photos is the responsibility of the League.
- iv. All items remain the property of Team Image until payment is received in full.

In witness thereof, the parties execute this agreement:

League Representative:

Signature: X _____ Date: _____

Print name: _____ Position: _____

Witness:

Signature: X _____ Date: _____

Print name: _____ Position: _____

Signature: X _____ Date: _____