

APPENDIX 1

ADDITIONAL TERMS AND CONDITIONS FOR VIDEOGRAPHERS AND PHOTOGRAPHERS

1. Ownership of Property; Protection from Unauthorized Access; Permissions; Indemnification
 - 1.1. Copyright to the work product flowing from Services performed under the Agreement (the "Work") shall be held by Photographer (hereinafter Photographer, Videographer, Contractor or IC) with the following restrictions:
 - a. The Photographer hereby grants to the District an exclusive, perpetual, irrevocable, freely transferable and sub-licensable, royalty-free right and license to use, reproduce, perform, display, transmit, disseminate, and distribute the Work, including the right and license to translate, alter, modify, edit, and compile the Work, in all formats and media, whether now known and existing or hereafter discovered or developed, throughout the universe, for all or any purposes whatsoever; *provided, however*, the District grants Photographer a limited license to use, re-use, alter, distribute, publish, and re-publish the Work to promote their business, including but not limited to use on Photographer's website, Facebook or other social media website, business cards, or advertising posters,
 - b. Except for the purposes specifically granted in paragraph 2, at no time shall Photographer use the District's name, nicknames, trademarks, service marks, logos, symbols, buildings or unit names in commercials, advertisements, or any other social media website, publication or broadcast without the District's prior written approval.
 - c. Photographer and Photographer's employees, subcontractors or agents shall not use, re-use, alter, sell, distribute, publish, re-publish, license, or assign Work for commercial purposes other than the personal promotional services identified in section 1.1(a) without written agreement from the District and the subject(s) of the Work. The District reserves the right to deny such use in its sole discretion.
2. Photographer and his/her employees, subcontractors or agents shall take commercially reasonable steps to secure Work from unauthorized access.
3. Photographer is solely responsible for any use of District students, employees, guests, visitors in any of the Work and shall obtain releases prior to any use of the name, personal likeness and images of such individuals for non-District use.
4. To the fullest extent provided by law, Photographer hereby agrees to indemnify, defend, and hold the District, its officers, directors, employees and agents, harmless from any and all claims, demands, liabilities, damages, penalties (including but not limited to attorneys' fees and costs) arising from or related to: (i) photographic and/or videographic use of the District's campuses, students, employees, guests, visitors and the like; and (ii) any breach by Photographer, or Photographer's directors, officers, employees, subcontractors or agents (if any) of this provision.
5. Use of Unmanned Aerial Systems (Drones)
 - 5.1. Acceptance of Drone Use Policy
Photographer understands that use of Drones for work performed for the District is subject to the District's Policy 8.49. Use of drones in violation of this policy will constitute a breach of this agreement.
 - 5.2. Liability and Insurance Requirements for Drone Use
Photographer understands that use of Drones for work performed for the District requires that Photographer provide proof of insurance coverages and will name the District as additional insured as more completely set forth in Appendix 2 Insurance Requirements for Drone Use.
6. Certification of Drone Use (**either 6.1 or 6.2 must be initialed/dated**)
 - 6.1. Contractor certifies that Drones WILL NOT be used in the performance of the Agreement, whether by Contractor or any Subcontractor, and that any unauthorized use shall be considered a material breach of the Agreement.
☐ Contractor Initial: _____ Date _____

OR

 - 6.2. Contractor certifies that Drones WILL be used in the performance of the Agreement within the parameters described and/or identified in Exhibit A to the Agreement.
☐ Contractor Initial: _____ Date _____
7. In the case of any conflict between the terms of this Appendix and the terms of the Agreement, the terms of this Appendix shall govern and control such conflict with regard to photography and/or videography services.