

## Photographer Agreement

This Agreement is entered into by and between Steve Dinberg (“Photographer”) and the city of Sky Valley, Georgia which includes Sky Valley Country Club, (the “Client”) as of this 13th day of May 2022 (shooting to start after May 24<sup>th</sup>, 2022).

WHEREAS, the Client is engaging the Photographer for professional photography services for comprehensive photography images for digital and printed materials and creation of a digital library at the following location 368 Sky Valley Way, Sky Valley, Georgia 30537 (the “Property”) commencing on receipt of the first installment payment (approximately the week of May 24th, 2022 (hereinafter, the “Project”).

NOW THEREFORE, it is agreed as follows:

### 1. **Services.**

- a. The Photographer will provide the following services:
- b. Over the course of four seasons, digital still and drone photography of the Sky Valley Country Club, City of Sky Valley, including the golf course, real estate and club social activities, walking, hiking, pickleball, waterfalls, and other Sky Valley activities that may shine a positive light on Sky Valley. In addition to the images, Photographer shall produce one 30-second spot and one two minute promotional video. (“Services”) Any images or photographs taken by Photographer as part of the Services shall be assigned by Photographer to Client upon Client’s full payment of all fees due to Photographer. To the extent that there is any discrepancy between any other documents, including proposals, notes, sketches, emails, etc., the terms of this Agreement shall control. Photographer shall use commercially reasonable efforts to complete the Services by December 31, 2022, with Client acknowledging that some of the Services may be completed as reasonably necessary in 2023.
- c. Photographer agrees to provide all equipment and supplies necessary to complete the project. Photographer shall not be responsible in any way whatsoever for any suits, claims, liabilities, damages, losses, costs, expenses, and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting from any intentional or negligent act on Client’s part in connection with the Property and/or in connection with Client’s operation or use and enjoyment of the Property.

### 2. **Client Undertakings.**

- a. Client will provide Photographer with a schedule of social events desired to be photographed by Photographer at least two weeks in advance, and shall bear the costs associated with payment for any talent or models included in any of the images, in addition to obtaining relevant releases of such talent or models as set forth in Section 2(f) below. Such amounts are in addition to the fees set forth in Section 2 c. below
- b. Client hereby grants to Photographer the right to photograph, record, reproduce or otherwise use the Property and Client’s trademarks that are depicted on the Property in the Project and to make still and motion pictures and sound recordings (the “Works”)

of, on, in and about the Property and to make and remove preparations, if any, for the Works.

- c. Client shall pay Photographer the sum of Eight Thousand Dollars (\$8,000) (the "Fees") in connection with Photographer's performance of the Services and in exchange for Photographer's assignment of any copyright rights in and to the Photographs. Client shall pay Photographer Three Thousand, Two Hundred Dollars-\$3,200) upon the execution of this Agreement, Three Thousand, Two Hundred Dollars (\$3,200) on 1 July, 2022 and One Thousand, Six Hundred Dollars (\$1,600) on 1 December 2022. In addition to the Fees, Client shall reimburse Photographer for all reasonable travel related expenses incurred in connection with Photographer's performance of services for the Project (e.g. lodging and meals).
  - d. Client acknowledges that Photographer may place all necessary facilities and equipment, including temporary sets, and park vehicles, if appropriate, on the property, and agrees to remove same after completion of work and leave the Property in as good condition as when Client made these areas of the Property available to Photographer. Client further agrees to be responsible for all permits and licenses required for the location shoot.
  - e. Client hereby assume all responsibility for the Property and releases and indemnifies Photographer, Photographer's successors, assignees and licensees, from any claim of any kind or nature whatsoever arising from the Photographer's use of the Property and any Client trademarks in or in connection with Photographer's performance of the Services hereunder, so long as consistent with the terms of this Agreement, including but not limited to, those based upon defamation (including libel and slander), invasion of privacy, right of publicity, copyright, trademark, service mark or trade name infringement or any other personal and/or property rights, and Client agrees that it shall not now or in the future assert or maintain any such claim against Photographer, Photographer's successors, assignees and/or licensees for use of the Property and any Client trademarks in or in connection with the Works, so long as such use is consistent with the terms of this Agreement.
  - f. Client agrees that it shall be solely responsible for obtaining all appropriate model, artist and any other third-party releases that may be required and that no third party shall have any rights or claims against Photographer. Client further acknowledges that it shall be solely responsible for the accuracy, completeness, legality and propriety of any information or representations, direct or implied, in connection with its use and exploitation of the Works, including its marketing and promotion of the Works.
  - g. Client shall at all times defend, indemnify and hold harmless Photographer and Photographer's successors, assignees and licensees, from and against any and all losses that it or they may incur or be subjected to by reason of any third-party claim for: (i) any breach or alleged breach of Client's representations made in this Agreement; or (ii) the negligence, or intentional or willful misconduct of Client or its employees, agents, vendors, sublicensees or affiliates.
3. **Term.** The term of this Agreement will cover one year at a time starting 2022 Spring, Summer, Fall, and Winter.
  4. **Copyright Rights.** Photographer agrees that all copyright in the Works shall be assigned by Photographer to Client upon Client's payment in full of any fees due to Photographer following Photographer's completion of Services. Immediately upon acceptance of final payment of the

any and all Fees due from Client to Photographer, Photographer shall execute the Copyright Assignment Agreement attached hereto as Exhibit A.

5. Client warrants that Client is the owner or authorized agent of the owner of the Property and that Client has full authority to enter into this Agreement and grant the rights herein granted.
6. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Photographer and Client. Neither party shall have the right to obligate or bind the other party in any manner whatsoever. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.
7. This is the entire agreement between the parties regarding the subject matter contained herein and may be modified only by a writing signed by the parties hereto. No other authorization is necessary to enable Client to use the Property for the purposes herein contemplated.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the Effective Date.

**PHOTOGRAPHER**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## EXHIBIT A

### COPYRIGHT ASSIGNMENT AGREEMENT

This Copyright Assignment Agreement (the "Assignment") is made by and between the city of Sky Valley, Georgia ("Assignee") and Steven Dinberg, with a principal place of business of 212 Marray Drive, Chamblee, GA. 30341 ("Assignor"), as of the Effective Date. For and in receipt of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Works. The Parties acknowledge and confirm that beginning in or around [May 1<sup>st</sup>,2022], Assignor created [Sky Valley Photography], representative visual depictions of which are attached hereto as Exhibit A. This work, together with all copies and versions thereof (including, but not limited to, the corner entrance and center entrance versions), including without limitation all plans, renderings, blueprints, models, drawings, artwork, and other graphic materials consisting of, illustrating, or depicting designs for the work, and any and all structures constructed on the basis of any such designs produced by Assignor, in whatever medium of expression, are collectively referred to herein as the "Works."

2. Assignment. Assignor hereby assigns, grants, and delivers unto Assignee, and agrees further to assign, grant, and deliver exclusively unto Assignee, throughout the world, all of Assignor's rights, titles, and interests of every kind and nature whatsoever in and to the Works, including all copyrights and other proprietary rights therein and all renewals and extensions thereof and any claims for past infringement thereof.

3. Necessary Documents. Assignor further hereby agrees to execute and deliver to Assignee and its successors and assigns, such other and further assignments, instruments, and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing, or defending Assignee's complete, exclusive, and worldwide ownership of all rights, titles, and interests of every kind and nature whatsoever, including all copyrights, in and to the Works, and Assignor hereby constitutes and appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution, to execute and deliver such assignments, documents, and instruments as Assignor may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

4. Warranty. Assignor represents that (a) Assignor has the right, power and authority to execute, deliver and perform this Assignment, (b) its contributions to the Works do not violate or infringe any copyright, patent, or otherwise violate or infringe any other rights whatsoever of any person or entity, and (c) it has not assigned, licensed or otherwise encumbered the Works to any entity other than Assignee or its affiliated entities.

5. Miscellaneous. If any term of this Assignment shall be found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect. This Assignment shall be binding on Assignor and its successors and assigns. This Assignment shall be governed by and construed under the laws of the State of Georgia without regard to its conflict of law principles. Together with the Master Services Agreement, this Assignment constitutes the entire agreement between Assignee and Assignor with respect to the subject

matter hereof and shall not be modified, amended, or terminated except by another agreement in writing executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on this \_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date").

CLIENT/ASSIGNEE

PHOTOGRAPHER/ ASSIGNOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

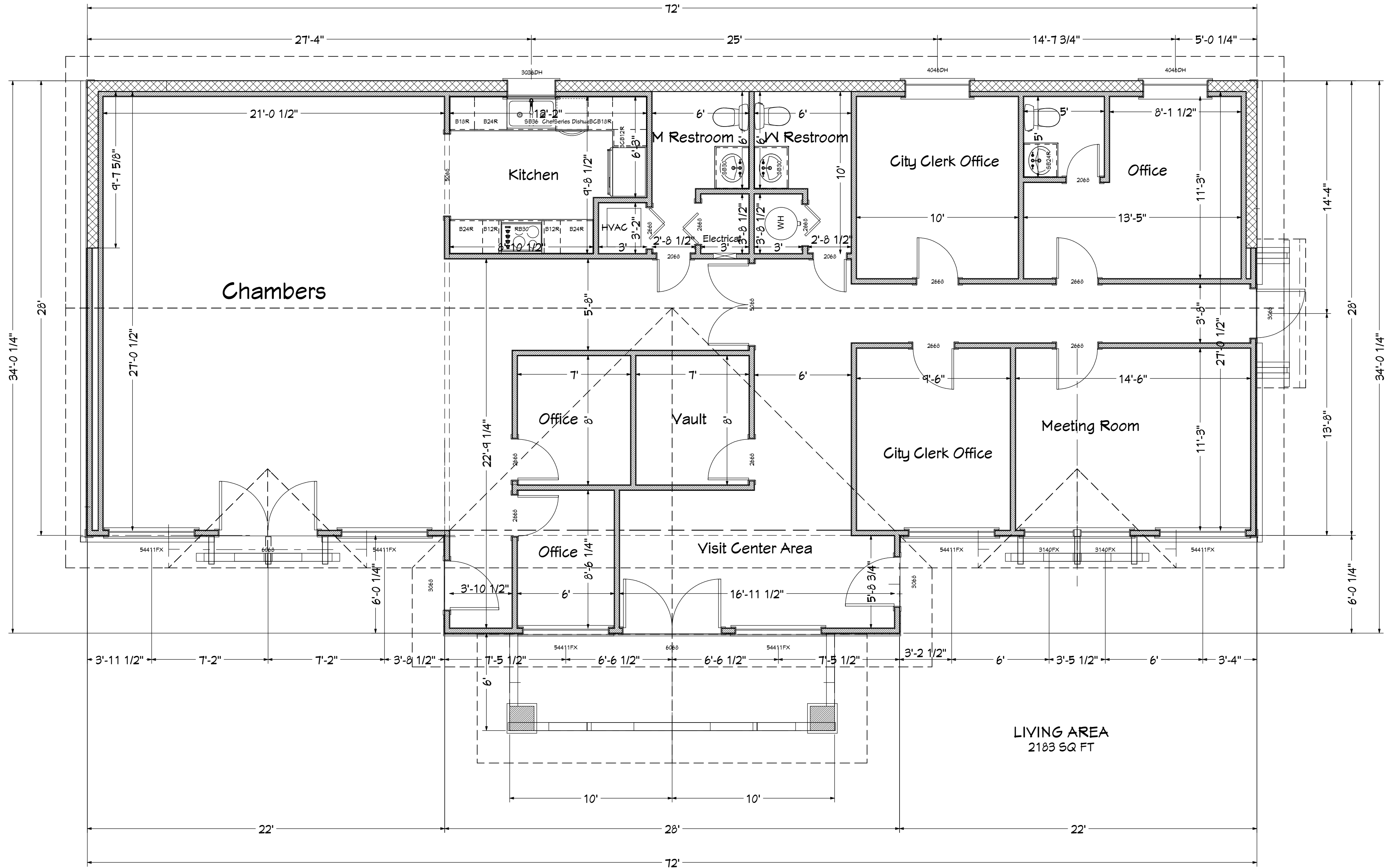
Name: \_\_\_\_\_

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

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

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

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



PROJECT DESCRIPTION:  
*Remodeling Building on Highway 246*

SHEET TITLE:  
*Main Floor Plan  
 (New Windows)*

ANNOTATION:  
The building contractor is responsible for checking all dimensions and other details prior to construction and shall be responsible for the same although every attempt has been made to prepare these documents error free the prepare can not guarantee against any human error.

DRAWINGS PROVIDED BY:

SCALE:  
 1/4" = 1'-0"

DATE:  
 4/1/2022

SHEET:  
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