



2020 EVENT PHOTOGRAPHY/VIDEOGRAPHY REQUEST FOR QUOTES

The Town of Marana is seeking photography and videography services for the following events during the year 2020. If you are not available for all events, please submit quotes for the events that fit your availability. The Town reserves the right to hire multiple photographers.

A copy of the Photography and Videography Services Agreement and an example quote submission can be viewed beginning on page 4 of this document.

Examples of marketing materials that will use the photographs include webpages, social media, digital advertisements, newspaper print advertisements, and the [annual special events book](#).

Please submit your formal quotes and an online portfolio of your work by end of day February 13, 2020 to Communications & Special Events Manager Vic Hathaway at vhathaway@maranaAZ.gov.

Marana State of the Town Luncheon (April 23, 2020)

[Last year's event summary](#)

Deliverables:

1. **Video production** of a 2-3-minute video (this will be filmed during February and March, to be shown at the luncheon. This video will be produced in collaboration with the Town Communication staff, and will require a concept meeting beforehand)
 - a [Click here to view last year's video for reference. \(first 1:25 mins\)](#)

Marana Founders Day (March 28, 2020)

[Event webpage](#)

Deliverables:

1. **Photography coverage** of the event (approximately 4 hours coverage)
 - a. Teaser images of key event components 1 week following event
 - b. Final images delivered 1 month following event, high resolution JPEG
 - c. Ability for Town of Marana to use materials in marketing materials, including ability to crop and apply graphic design features.

Star Spangled Spectacular (July 4, 2020)

[Event webpage](#)

Deliverables:

1. **Photography coverage** of the event (approximately 4 hours coverage)
 - a. Teaser images of key event components 1 week following event
 - b. Final images delivered 1 month following event, high resolution JPEG
 - c. Ability for Town of Marana to use materials in marketing materials, including ability to crop and apply graphic design features.

Marana Fall Festival (October 17, 2020)

[Event webpage](#)

Deliverables:

1. **Photography coverage** of the event (approximately 4 hours coverage)
 - a. Teaser images of key event components 1 week following event
 - b. Final images delivered 1 month following event, high resolution JPEG
 - c. Ability for Town of Marana to use materials in marketing materials, including ability to crop and apply graphic design features.

Marana Holiday Festival & Christmas Tree Lighting (December 5, 2020)

[Event webpage](#)

Deliverables:

1. **Photography coverage** of the event (approximately 4 hours coverage)
 - a. Teaser images of key event components 1 week following event
 - b. Final images delivered 1 month following event, high resolution JPEG
 - c. Ability for Town of Marana to use materials in marketing materials, including ability to crop and apply graphic design features.

A la carte events

Occasionally the Town of Marana may have additional photography coverage needs for small events. Please let us know your standard charge for event coverage services.

Deliverables:

1. **Photography coverage** of the event (approximately 3 hours coverage)
 - a. Teaser images of key event components 1 week following event
 - b. Final images delivered 1 month following event, high resolution JPEG
 - c. Ability for Town of Marana to use materials in marketing materials, including ability to crop and apply graphic design features.

DOCUMENTS:

SAMPLE AGREEMENT
EXAMPLE OF CONTRACTOR QUOTE

PHOTOGRAPHY/VIDEOGRAPHY SERVICES AGREEMENT

This Agreement for Photography/Videography Services (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and [NAME OF PHOTOGRAPHER/VIDEOGRAPHER], a sole proprietor D/B/A [DBA Name if applicable] ("Contractor").

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

- A. ENGAGEMENT AND SCOPE OF SERVICES:** The Town retains Contractor in the capacity of a photographer/videographer to provide the services described in the Contractor's [Proposal Date] proposal and the Contractor's photo/video production creative brief, together attached hereto and incorporated herein as **Exhibit A**.
- B. COMPENSATION:** For the services contemplated in this Agreement, the Town shall pay Contractor the amounts listed in Exhibit A.
- C. COSTS AND EXPENSES:** Contractor shall be responsible for all of Contractor's costs and expenses incurred during the performance of the services contemplated by this Agreement.
- D. BILLING:** Contractor shall submit an invoice to the Town for services rendered pursuant to this Agreement after each event for which Contractor provides services. The Town shall pay Contractor the amount due within 15 days after receipt of Contractor's invoice.

ARTICLE II. TERM

- A.** This Agreement shall begin on and be effective as of the date of the signature of the last party to sign this Agreement, and shall continue in full force for an initial one-year, unless sooner terminated or extended pursuant to Article III.
- B.** The Town, at its sole discretion, acting through its Finance Director, may renew this Agreement for up to two consecutive one-year periods on the same terms as set forth in this Agreement, by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Consultant.

ARTICLE III. TERMINATION/MODIFICATIONS

- A. **TERMINATION:** This Agreement may be terminated by either the Town or Contractor at any time, subject to payment of all fees incurred through the date of termination, by giving written notice to the other party. The written notice shall be delivered personally or by certified mail, and termination shall take effect on the date of actual receipt of the written notice of termination.
- B. **MODIFICATION:** This Agreement may be modified by an instrument in writing duly executed by the Town and Contractor.

ARTICLE IV. GRANT OF RIGHTS

- A. In consideration of the Town's performance of its obligations under this Agreement, Contractor hereby grants to the Town a worldwide, perpetual, non-transferable, non-exclusive right to reproduce, transmit, and display, in whole or in part, in conformance with this Agreement and all applicable local, state, and federal laws and regulations, all photographs created by Contractor related to the Scope of Work, Exhibit A (the "Work").
- B. Contractor retains all rights, license, copyright, title and ownership of the Work.
- C. "Town" includes any person or entity employed by, contracted by, or acting on behalf of the Town.
- D. The Town may use the Work for all current and future marketing efforts for the Town of Marana, including, but not limited to, all print media, presentations, film and video presentations, commercials, catalogues, brochures, promotional items, and web-based marketing efforts, in a manner consistent with this Agreement.
- E. The Town may alter, crop, modify, adapt, or add text to the Work in connection with the permitted uses set forth in this Agreement.
- F. The Town may temporarily transfer the Work to third parties integral to the creation of the Town's final product, provided that such third parties agree to abide by the terms of this Agreement and that Town complies with paragraph H below.
- G. The Town shall ensure that a copyright notice is affixed to each Work used by the Town pursuant to this Agreement. The copyright notice shall be in the following format: "© 2020[Photographer/Videographer Name]."
- H. The Town shall not do any of the following:
 - a. Incorporate the Work into a logo, trademark or service mark.
 - b. Distribute, post or upload the Work online in a downloadable format.

- c. Use any Work in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.

ARTICLE V. MISCELLANEOUS

- A. **ENTIRE AGREEMENT:** This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.
- B. **NO ASSIGNMENT:** Contractor may not assign any rights or obligations under this Agreement without the Town's prior written consent.
- C. **INDEPENDENT CONTRACTOR STATUS:** In the performance of the services described in this Agreement, Contractor shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and Contractor. Contractor shall be liable for all taxes applicable to the proceeds received by Contractor under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or workers' compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction. Contractor will not be subject to the personnel policies or entitled to any benefits of the Town.
- D. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.
- E. **ATTORNEYS' FEES:** If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.
- F. **SEVERABILITY:** If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- G. **CONFLICT OF INTEREST:** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

The "Town":

TOWN OF MARANA

Yiannis Kalaitzidis
Finance and Purchasing Director

Date

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Deputy Town Attorney

"Contractor":

[PHOTOGRAPHER/VIDEOGRAPHER NAME],
a sole proprietor D/B/A [Name if
applicable]

[Name spelled out]

Date

LIST OF EXHIBITS

Exhibit A: Contractor's [Date of Proposal] proposal and Contractor's video production creative brief

