

FLASH Photographic Festival AGREEMENT

THIS AGREEMENT (the "Agreement") is made
this _____ day of , 2016

(the "Effective Date") between LEIF NORMAN d/b/a Flash Photographic Festival at 468-D
Main Street, Winnipeg, Manitoba, Canada (collectively "Flash Fest"),

the undersigned photographer _____

(the "Photographer")

and the undersigned venue _____

(the "Venue").

WHEREAS Flash Fest operates an event called Flash Photographic Fest in the City of Winnipeg in the month of October, 2016 coordinating the display of artwork by photographers, including the Photographer (the "Art"), in restaurants, cafes and galleries in the City of Winnipeg with the intent that the public will be exposed to a variety of photographic work and showcase the diverse range of artists (the "Festival");

AND WHEREAS the Photographer wishes to participate in the Festival;

AND WHEREAS the Venue wishes to participate in the Festival;

AND WHEREAS Flash Fest wishes to permit the Photographer and the Venue to participate in the Fest;

NOW WHEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged it is agreed by and between the parties as follows:

1. Agreement to Join Festival

Flash Fest agrees to register the Photographer and the Venue in the Fest in accordance with the terms and conditions of this Agreement and the Photographer and the Venue each agree to participate in the Fest in accordance with the terms and conditions herein contained.

2. Term of Agreement

This Agreement shall become effective on the Effective Date, and shall terminate on November 1, 2016 or the date on which the Photographer or the Venue (as the case may be) removes the last of the Art from the Venue, whichever occurs later, unless terminated pursuant to the terms hereof (the "Term").

3. Registration Price

The Photographer or Venue agrees to pay to Flash Fest a non-refundable (subject to Section 7 hereof) amount of one hundred and fifty (\$150) dollars as a registration fee with respect to each venue displaying the Art (the

“**Fee**”) to participate in the Fest in order to receive all the benefits thereto as further described herein, which Fee shall be payable on the execution of this Agreement by way of cash or cheque. For greater certainty, in the event that the Photographer displays Art in more than one venue requiring more than one agreement with Flash Fest and a venue, the Photographer shall pay a Fee for each and every Agreement. This must be paid by September 1st, 2016.

An Early Registration fee of \$99.99 is available until June 15th, 2016 as long all pertinent information is given to the festival by that date. (Please see end of agreement.)

4. **Flash Fest Responsibilities**

- . (a) In consideration of the Fee, Flash Fest agrees to name the Photographer and the Venue in the Fest’s official festival program and/or website and/or other social media (the “**Advertisement**”). The description, size and contents of the Advertisement shall be written, displayed and portrayed by Flash Fest, in its sole and complete discretion.
- . (b) Flash Fest makes no warranty whatsoever to the Photographer or the Venue with respect to any potential sales or exposure of any of the Art or the Venue as a result of participating in the Fest.

5. **Photographer Responsibilities**

- (a) Pay the Fee to Flash Fest on the execution of this Agreement; and
- (b) Present the Art to the Venue in a professional manner and be responsible for any and all framing and mounting requirements and costs as well as any other expenses necessary to display the Art as mutually agreed to with the Venue.

6. **Venue Responsibilities**

- (a) Display the Art as agreed to with the Photographer in a professional manner
- (b) Have an **option** to Display, the Festival Program, and,
- (c) Ensure that the Art is insured against all incidents including but not limited to peril, damage, loss or theft (collectively “**Damage**”) within the Venue’s insurance policy with respect to premises and contents’ insurance. For greater certainty, neither the Photographer nor Flash Fest shall carry any applicable insurance and the Venue undertakes to ensure compliance with this Section and bear all liability whatsoever to Flash Fest and the Photographer for any failure to do so if and to the extent any Damage should result. Flash Fest does not provide any warranty whatsoever with respect to any insurance necessary for the Art to be displayed in the Venue as this shall be the sole and exclusive responsibility of the Venue.

7. **Termination**

- . (a) Any party may terminate this Agreement without notice or other act if, any party is in default in any material respect in the performance of any of its obligations under this Agreement or otherwise commits any material breach of this Agreement;
- . (b) Flash Fest may terminate this Agreement at any time without notice to the Photographer or the Venue if for any reason Flash Fest determines that the Art, in the sole and complete discretion of Flash Fest, is offensive or in the event that the Photographer's conduct or the Venue's conduct is, in the sole and complete discretion of Flash Fest, determined to be unprofessional and contrary to the philosophy and intent of the Fest;
- . (c) In the event of a termination hereunder, other than in the event of a breach by Flash Fest, the Fee shall be non-refundable and the Photographer and the Venue shall immediately remove all of the Art from the Venue; and
- . (d) Neither the Venue nor the Photographer shall have any action against Flash Fest whatsoever for any termination hereunder.

8. Indemnification

The Photographer and the Venue shall each jointly and severally indemnify and hold harmless Flash Fest, Leif Norman, and their successors and assigns from and against, all claims, losses, costs, damages, judgments, penalties, and liabilities of any kind whatsoever (including but not limited to matters arising or related to Damage or to any damage to the premises of the Venue, including but not limited to reasonable legal fees) (collectively a "Loss") made by any person with respect to any matter connected to the Fest or the display of the Art or with respect to any other matter arising out of this Agreement. For greater certainty, in no event shall Flash Fest or Leif Norman, or their successors or assigns be liable to the Photographer or to the Venue for any loss whatsoever incurred by the Photographer or the Venue or any other person as a result of the participation by the Photographer and the Venue in the Fest.

9. Relationship of Parties

Flash Fest, the Photographer and the Venue are independent contracting parties and nothing in this Agreement shall make any party the agent or legal representative of another for any purpose whatsoever, nor shall it grant any party any authority to assume or to create any obligation on behalf of or in the name of another.

10. Governing Law

Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Manitoba in respect of the interpretation of, and relief sought in respect of, this Agreement.

11. Time

Time shall be of the essence.

12. Severability

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, order or other rule of law, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

13. No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

14. Currency

All amounts referred to in this Agreement are stated in Canadian currency unless otherwise specifically provided.

15. Notice

Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it to any party, shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telex, telefax or other form of recorded communication to that party:

- . (a) in the case of a notice to Flash Fest at:
468-D Main Street, Winnipeg, Manitoba, Canada
- . (b) in the case of a notice to the Photographer at the address indicated herein.
- . (c) in the case of a notice to the Venue at the address indicated herein.

or at any other address as the party to whom the writing is to be given shall have last notified the other party. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the day it is delivered at that address, provided that if that day is not a business day then the notice shall be deemed to have been given and received on the next following business day. Any notice mailed shall be deemed to have been given and received on the business day next following the date of its mailing. Any notice transmitted by telefax or other form of recorded communication shall be deemed given and received on the same business day after its transmission.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior oral or written representations, conditions and agreements. This Agreement may only be modified by a written agreement duly executed by the parties.

17. Counterpart

This Agreement may be executed in one or more counterparts, including by way of facsimile transmission. Each such counterpart shall for all purposes be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the EffectiveDate.

Will you be participating in the Winnipeg Art Gallery group show? _____

If Yes, what is the name of the print? _____

What year was the print made? _____

**The WAG is limiting the group show on the 4th floor to 40 images.
First come first serve.
Each photo will be a max size of 11x14 inches.**

This is a max area of 154 square inches.

Ex: 12x12 square image or a panorama of 20 inches by 7 inches tall.

(Do the math...)

The WAG wants them to be printed on WHITE foam core with no border.

Full Bleed. In other words, cut right to the edge.

The photo for the WAG will need to be dropped off at the back door of the WAG at the end of September.

What we need for the Program and Website to make you look good:

Three sample images from the show.

A logo that represents the group, or a portrait of the individual photographer.

The website can handle colour, but the program will be in black and white.

Please give us three images that are at least 1500 pixels wide in black and white AND colour. The colour ones can be jpgs. (no TIFS please)

The BW ones need to be PSD files sized to 300dpi and saved in Grayscale mode.

We also need 150 words about the show for the program and website.

It can be about you, or the photos, your choice.

The FLASH photographic festival Instagram and Twitter is

@FlashPhotoFest

LEIF NORMAN d/b/a Flash Photographic Festival

PHOTOGRAPHER SIGNATURE

_____ Print Name

_____ Print Address

_____ Print Email Address

_____ Photographer Twitter and Instagram

VENUE AUTHORIZED SIGNATURE

_____ Print Venue Contact Name

_____ Print Venue Name

_____ Print Address

_____ Print Email Address

_____ Venue Twitter and Instagram

Hours Venue is open:

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday