

REQUEST FOR PROPOSAL FOR PHOTOGRAPHIC SERVICES

This is a request for proposal for photographic services at the Master National Retriever Club 2014 Event. It will be held October 9-19 at the Clear Creek Sports Club on the Rolling Hills Casino Ranch in Corning, CA.

RECITALS

WHEREAS, MNRC hosts one or more hunt test events whereby numerous dogs and their owners and/or handlers compete;

WHEREAS, Photographer is a professional photographer who has experience in photographing, among other things, events such as the hunt test and is willing to provide those services to MNRC and make certain services available to participating owners and handlers; and

WHEREAS, Photographer and MNRC desire to enter into an agreement pursuant to which Photographer will provide photographic services and supply various photographic products as outlined below for the MNRC event now scheduled for October 9 through October 19, 2014;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- When used and capitalized in this Agreement (other than the headings of the Articles and Sections), including the foregoing recitals, the following terms shall have the meanings assigned to them in this article and include the plurals as well as the singular.
- 'Chief Marshall' shall mean the person identified by the MNRC with primary responsibility for the organization of the Event
- 'Duration' shall mean Friday, October 9 and continuing until the end of the Closing Ceremony on October 19 or as such other period as indentified by the Chief Marshall in writing no less than 30 days prior to the Event and agreed to by Photographer
- 'Equipment' shall mean all equipment necessary for the transportation, setup, and photographing at the Event Area for the Duration
- 'Event' shall mean the 2014 annual Master National Hunt Test
- 'Event Area' shall mean that place or those places designated by the MNRC as the official test site(s) for the Event. Such designated places shall be provided by MNRC to Photographer no less than 24 hours prior to Photographer's arrival.
- 'Event Working Days' shall mean from sunrise to sunset for those days of the Duration, or such other times as designated by the Chief Marshall and agreed upon by Photographer, such agreement shall not be unreasonably withheld.
- 'Event Organization' shall mean Handler and Dogs will be divided into 4 flights. Each flight will run separate field tests at the same time. After completion of a field test the flight will move to another field test. All flights will run 5 to 6 tests starting October10, 2014 through October 18 or 19, 2014.

2. CONTRACT SERVICES

- 2.1.1 One photographer shall arrive at the Event Area and be available October 7, 2014 during setup of the field tests.
- 2.1.2 Photographer shall inspect each series of the event prior to the start of the event to determine how to best take action or candid photos.
- 2.1.3 Photographer shall provide 4 experienced photographers, one at each of 4 different field tests of the event the first 2 days of the event.
- 2.1.4 Each Photographer will inspect their assigned tests to determine the where and how they will setup for photos. The photographer will setup to not interfere with running dogs by concealing themselves when taking photos.
- 2.1.5 Each Photographer will take multiple action photos of all the dogs in assigned series or still photos of dogs on the line if action photos are not feasible.

3. PHOTOGRAPHER SERVICES AVAILABLE TO THE CONTRACTOR NOT PART OF THE CONTRACT

- The following photographic services are available to the contractor at no charge to the MNRC.
- 3.1.1 Photos of Opening Ceremonies October 9, 2014 and Closing Ceremonies October 19, 2014
- 3.1.2 Photos at the annual business meeting, handlers meeting, etc. on (date);
- 3.1.3 At a location and at times to be determined by Photographer and made known to the owners and handlers, the opportunity for entrants and handlers to obtain portrait photos at fees to be determined by Photographer;
- 3.1.3 Private photo sessions with handlers to include candid photos and action photos.
- 3.1.4 Photographs of each qualifying dog and handler at the closing ceremony when presented by the MNRC with a plate and ribbon; and
- 3.1.5 Photos of dogs in the tests after the first test.

4. MNRC PROMISES

- In consideration for the photographic services described in Section 3 hereof, MNRC promises and agrees that:
 - 4.1 Photographer shall be designated and permitted to represent that he is the sole 'Official Photographer' of the 2014 Master National;
 - 4.2 Photographer shall be the exclusive 'Official Photographer' and MNRC shall make no contract with any other photographer to provide services described in Paragraph 3 herein and further agrees that it will not permit anyone to take photographs within the scope of Paragraph 3 with intent to sell during or after the Event;
 - 4.3 It will provide a link on the MNRC website to Photographer's website to facilitate persons wishing to view and purchase photographs of the Event;

- 4.4 at any time Photographer may sell any photographs taken at the Event, with all proceeds and profit to be that of Photographer, no portion thereof to be paid to MNRC or any agent, servant or employee or affiliate thereof;
- 4.5 It will provide no less than one location for Photographer to utilize for his equipment and fulfillment of his responsibilities under Paragraph 3. Such location(s) shall be situated so as to provide reasonable access to electricity; and
- 4.7 All photographs taken by Photographer at the Event shall be the exclusive property of Photographer.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Corporate Existence and Authority MNRC hereby represents and warrants that, as of the date of execution of this Agreement, MNRC:
 - 5.1.1 Is a corporation duly organized, existing and in good standing under the laws of the state, country or jurisdiction in which it is incorporated;
 - 5.1.2 has the legal right to transact business, including that represented by this Agreement;
 - 5.1.3 has the power and full authority and the legal right to enter into this Agreement and perform the obligations and duties contemplated under this Agreement.
- 5.2 Authorized Execution: Binding Obligation
- MNRC represents and warrants to that as of the date of execution of this Agreement the execution, delivery, and performance of this Agreement have been duly authorized and approved by the authorized officers of MNRC. The Parties hereto agree that this Agreement constitutes a legal, valid, binding enforceable obligation except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights generally and by general equity principles, including injunctive action and specific performance.

6. EFFECTIVE DATE

- This Agreement shall commence and be effective as of the date signed by the last of the Parties hereto and shall continue in effect thereafter in accordance with the terms and conditions herein. In addition, on the date this Agreement is last executed and delivered by a Party, the provisions shall be fully binding on each Party.

7. FORCE MAJEURE

- Neither Party shall be held liable to the other Party not be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, fire, floods, virus or other contagious outbreaks, or other acts of God, or acts, omissions or delays in acting by any Governmental Authority or other Third Party. The affected Party shall notify the other Party of such *force majeure* as soon as reasonably practical.

8. DISPUTE RESOLUTION

- 8.1 In the event of any dispute regarding the terms and conditions of this Agreement or performance of this Agreement or any claim for breach of this Agreement including by not limited to any claim for monetary damages, such dispute shall be decided by binding arbitration in accordance with the laws of the State of Maryland. Such arbitration shall be held in Cecil County, Maryland.
- 8.2 A Party hereto seeking arbitration ('Demanding Party') shall make such demand in writing and shall detail in such demand each specific dispute and claim so as to reasonably inform the other Party (Responding Party') of the claims and disputes.
- 8.3. Within thirty (30) days of the receipt of such demand, the Demanding Party shall inform the Responding Party in writing of the name and address of its chosen arbitrator. Within thirty (30) days thereafter, the Responding Party shall select an arbitrator and inform the Demanding Party of the chosen arbitrator's name and address. The Responding Party must in that same notice set forth each specific dispute and claim it may have against the Demanding Party so as to reasonably inform the Demanding Party of such claims and disputes. Within thirty (30) days of the selection of an arbitrator by the Responding Party, the two selected arbitrators shall jointly select a third arbitrator. In the event the two selected arbitrators cannot agree on a third arbitrator, any Party may petition the Circuit Court of Cecil County, Maryland for the appointment of a third arbitrator. The cost of arbitration shall be born equally by the Parties.

9. CONTRACTOR PROPOSAL

- 1. Cost of Photographic Photos at First Test**
- 2. List of Past Services at Dog Field Events including location, date, and contacts.**
- 3. Experience of each photographer in specified photography.**
- 4. Selection will be based on experience as well as cost.**