



The Record

117 Williams Hall
255 South 36th St, Philadelphia, PA 19104
www.pennstudentagencies.com



Penn
Student Agencies
UNIVERSITY of PENNSYLVANIA

PROJECT TERMS OF AGREEMENT

This Agreement is between Penn Student Agencies (“The Record”) and Program Manager (“Client”). These Project Terms of Agreement must be agreed upon before work on the project begins.

INDEPENDENT CONTRACTOR: Student photographers of The Record are not considered employees of the Client. As an outside supplier of services, student photographers are considered independent contractors, and accordingly The Record shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of the The Record's activities in accordance with this agreement, health insurance and workman compensations insurance, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

All concepts, design, ideas, copy, artwork, including, without limitation, electronic files and other materials will become the sole and exclusive property of Client after full payment is received and it is understood that The Record retains no right or title to work. The Record agrees that all work is work made for hire under the United States Copyright Act of 1976. If for any reason, work is not considered Work for Hire, The Record hereby assigns to Client all right, title and interest therein, including all copyright as well as renewals and extensions thereto.

The Record represents and warrants to Client that the concepts, ideas, design, copy sketches, artwork, electronic files and other materials produced do not and will not infringe on any copyright or personal or proprietary rights of others, and that The Record has the unencumbered right to enter into this Agreement. The Record will indemnify Client from any damage or loss, including attorney's fees, rising out of any breach of this warranty.

PHOTOGRAPHY PROJECT PAYMENT: The prices listed below are subject to change if the Client requests a change outside of the scope of the original Project Proposal, if Expenses are incurred, or if conditions unforeseen at the time of the original project proposal occur. (In the context of this Agreement, “Expenses” are third-party materials that include but are not limited to: stock images, payment processing fees, third-party setup, installation, subscription, or usage fees, domain name, and hosting plan.)

The Record is obligated to give full disclosure about the additional costs and pricing terms of changes to the project or any Expenses. The Client agrees to pay for the changes and/or Expenses incurred after a full acknowledgment and consent about the additional costs. An 8% tax is charged to companies or individuals outside the University of Pennsylvania and an Invoice shall be issued for the project. If there are any changes to the final cost, an updated Invoice may be reissued.

Deliverables and Due Dates are agreed upon by both parties as outlined below. The Due Dates are subject to the Client's timely responses and feedback. An invoice is sent prior to the start of the project and after the completion and delivery of each Deliverable.

The Client agrees to make an upfront deposit payment equivalent to 50% of the total project cost upon the execution of this contract. This payment is non-refundable and shall be considered as a commitment fee to secure the services outlined in this agreement. After the agreement has been signed and upfront payment has been made, if the Client or The Record chooses to break the contract then the Client must pay for any work the photographer has done; this cost will be determined by The Record. Cancellations within seventy-two (72) hours of the scheduled service may result in a cancellation fee equal to the greater of one hundred fifty dollars (\$150) or fifteen percent (15%) of the total invoice, in addition to any non-refundable deposits and costs incurred by PSA (including, but not limited to, staffing, vendor fees, and supplies).



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All Deliverables are approved by The Record and are considered acceptable to the Client, unless the Client notifies The Record team three (3) days prior of the set deadline. The Record reserves the right to charge additional costs to make any significant changes requested by the Client within or after this three (3) day period.

The services and prices listed in an invoice are comprehensive and final. All invoices rendered by The Record are payable no later than seven (7) calendar days from the date of invoice. If written notice of non-payment is provided and The Record has provided the work to Client in substantial accordance with Agreement, then failure to pay within seven (7) calendar days of receipt of invoice will incur an interest of 5% of total invoice amount per day late. Payment should be made as directed on the invoice.

Client agrees to pay a reasonable collection/attorney's fee on the balance due if it becomes necessary to place for collection any bill incurred under this contract.

The Records agrees to provide the services outlined in the "Project Proposal" to the Client. The Client agrees to the Service and Payment Terms outlined above.

ADDITIONAL PENN STUDENT AGENCIES GENERAL TERMS AND CONDITIONS: *Updates to Terms.* Penn Student Agencies ("PSA") reserves the right to update or modify these General Terms and Conditions ("Terms") at its discretion, with reasonable notice provided to the Client. The Client's continued engagement with PSA services constitutes acceptance of any updated Terms. ***Execution and Scheduling.*** These Terms must be fully executed by all parties no later than fourteen (14) calendar days prior to the scheduled service date to ensure appropriate scheduling and operational planning. ***Agreement to Project Details.*** Any modifications to these details must be submitted in writing no later than five (5) business days prior to the scheduled service or event date. PSA reserves the right to decline requests for modifications made within this period and may, at its discretion, place the request back into review, which may affect the availability of resources, space, or staffing. ***A General and Administrative (G&A)*** overhead fee of five percent (5%) will be applied to the total pre-tax invoice amount for all products, services, and on-site service charges. Payment source details must be confirmed at least forty-eight (48) hours prior to the fulfillment of standard projects or services and at least five (5) business days prior for complex events or collaborations. Failure to confirm and remit payment within these specified timeframes may result in cancellation of the project or service at PSA's discretion. ***Cancellations, Credits, and Refunds.*** For products and merchandise, all sales are final upon the Client's receipt. For services and collaborations, the Client must provide notice of cancellation as soon as practicable, but no later than seventy-two (72) hours prior to the scheduled service or collaboration. Cancellations within seventy-two (72) hours of the scheduled service may result in a cancellation fee equal to the greater of one hundred fifty dollars (\$150) or fifteen percent (15%) of the total invoice, in addition to any non-refundable deposits and costs incurred by PSA (including, but not limited to, staffing, vendor fees, and supplies). ***Day-of Changes (On-Site Services and Collaborations).*** Day-of on-site emergency changes to services or equipment are subject to an emergency adjustment fee of one hundred fifty dollars (\$150), applied at the discretion of PSA. Any additional equipment or labor requested on-site will be charged to the payment method on file.

CONFIDENTIALITY: The Record agrees to keep any proprietary information of Client, including, without limitation ideas, designs, trade secrets, and concepts confidential ("Confidential Information") and will only use the information for the purposes of completing the work and will not disclose any Confidential Information to any outside party or individual.



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Project Proposal and Scope of Work with Quote

PROJECT DATE | WEBSITE CLIENT EXAMPLE (Example - July 1st, 2025 - Program Manager)

Assigned Photographer: Student Photographer, student email address and phone number

Location Details: Penn Student Agencies, 255 South 36th Street, 117 Williams Hall, Philadelphia PA 19104

DESCRIPTION	RATE	QUANTITY	SUMMARY OF CHARGES
Basic Photography Package	\$180.00	1	\$180.00
DRAFT DELIVERABLES BY: <i>July 31st, 2025</i>		SUBTOTAL	\$180.00
FINAL DELIVERABLES BY: <i>August 4th, 2025</i>		G&A Fee (5%)	\$9.00
FINAL PAYMENT DUE BY: <i>August 11th, 2025</i>		Sales Tax (8%)	EXEMPT
		TOTAL	\$189.00
		LATE FEES	-
		DEPOSIT DUE TODAY	\$94.50
		BALANCE DUE	\$94.50

Additional Project Details and Client Requirements:

This project entails a basic photography session to capture professional headshots for the incoming cohort of Student Managers across all service areas. Photos will be used for internal directories, marketing materials, and onboarding documentation.

Shoot Date: Tuesday, July 29th, 2025 **Shoot Time:** 10:00 AM – 1:00 PM

Location: Williams Hall Room 117 (PSA Office)

Client Point of Contact:

First Name Last Name

Program Manager, Penn Student Agencies

info@pennstudentagencies.com | (215) 555-XXXX



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Photographer Requirements:

- Provide camera equipment, lighting, and backdrop
- Deliver 2–3 professionally edited headshots per student
- Standard vertical crop, white or light grey backdrop, consistent lighting across subjects

Session Flow & Logistics:

- ~25 student managers expected; each session should take ~5–7 minutes
- Sign-up sheet will be pre-arranged by Program Manager for smooth scheduling
- Photographer should arrive 30 minutes early for setup
- Water and light refreshments will be provided

Other Notes:

- Please ensure all images are high-resolution (minimum 300 dpi); will be used on the departmental website.
- JPG Format preferred with Square 1:1 crop ratio.
- Use natural touch-up editing only (e.g., lighting correction, blemish removal)
- Photographer must be compliant with University photography/media release guidelines



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Payment Details & Signatures

The Client fully understands that all projects may include a General & Administrative Fee (5%) to be paid on the first invoice, and that invoices may be sent on a consistent basis or aggregated into a single final invoice dependent upon the nature of the project.

Additionally, The Record and the student workers may need to share some or all of the work developed from the Client's project as part of marketing efforts, portfolios, etc. If you would like to give permission to share the work created within your project, check the box below:

- ☒ I give permission for my project to be used in The Record and PSA marketing efforts or in the portfolios of the employed student workers.
☐ I do not give permission for my project to be used in marketing efforts.

Please indicate the payment method you are using:

- ☐ Credit Card
☒ ~~Credit Card (University-affiliated)~~
☐ 26 - Digit Budget Code: _____

Both The Record and the Client agree to the Payment & Service Terms of Agreement above, as well as the project proposal. Upon execution of this agreement, the Client agrees to allow Penn Student Agencies to charge the amount listed in the Deposit Due Today within 7 days to the payment method indicated above. By agreeing to these Terms, the Client confirms that the project is sponsored or supported by the organization, department, or individual identified in the confirmation documentation and that the Client has the authority to enter into this agreement on behalf of the identified party.

The Terms of Agreement must be agreed upon and the deposit successfully processed before work on the project begins.

Client Information

PROGRAM MANAGER

Professional Staff

DATE (mm/dd/yyyy)

Client Email

Client Phone Number

If different than the above contact, please list the information for your accounts payable contact in which invoices should also be sent in addition to the Client listed:

Full Name: _____ Role Title: _____

Email: _____ Phone Number: _____

Penn Student Agencies Information

First Name Last Name

Managing Director, The Record

DATE (mm/dd/yyyy)

[Office Only] Project Reference Number: _____