This PHOTOGRAPHY AND VIDEOGRAPHY AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of ______________, 2020 (the “Effective Date”) by and between Atlanta BeltLine, Inc., (“ABI”) a nonprofit corporation duly organized and existing under the laws of the State of Georgia and ______________ [name of person or entity] (the “Photographer”), a ______________ [if business entity, describe type]. ABI and Photographer may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s BeltLine tax allocation district (the “BeltLine TAD”); and

WHEREAS, ABI has been formed by IA to coordinate the implementation, development, and redevelopment activities of the BeltLine TAD; and

WHEREAS, in performing its responsibilities to coordinate the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of a Photographer and/or Videographer to capture photographic images the Art on the Atlanta BeltLine program, the “BeltLine After Dark” event, and other arts and culture events associated with Art on the Atlanta BeltLine (the “Photographs”) for marketing and other purposes consistent with its implementation activities;

WHEREAS, the Photographer possesses the unique professional expertise and experience to provide the services for which the Photographer will be engaged under this Agreement as described in detail in the scope of services attached hereto as Exhibit A; and

WHEREAS, the Photographer has agreed to perform said services and ABI has agreed to accept said services; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the obligations of the Parties and the services to be performed by the Photographer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Services to be Provided.** The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit A - Scope of Services, which is attached
hereto and incorporated herein by reference. In connection with the Services, ABI and the Photographer acknowledge and agree that ABI has engaged the Photographer as an independent contractor, and not as an employee of ABI. The Photographer is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. The Photographer shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs. It is the intention of the parties that Photographer shall be an independent contractor and nothing herein shall be construed as inconsistent with that status.

1.1 Ownership. Ownership of the Photographs is acknowledged to be vested with ABI, free and clear of any claims by Photographer of any kind or character whatsoever and nothing contained in this Agreement shall be interpreted to the contrary.

1.2 License; Permitted Uses. Photographer shall maintain the Photographs with the same level of care that Photographer applies to Photographer’s property; provided however, that upon execution of this Agreement, ABI shall have an exclusive, perpetual right to use of the Photographs, and shall have the right to grant sublicenses to others. ABI shall maintain the Photographs with the same level of care that ABI applies to its property; provided however, that upon execution of this Agreement, Photographer shall have a non-exclusive right to use the Photographs in the Photographer’s portfolio, but the same may not be sold or reproduced without the express written permission of ABI. Further, Photographer shall not transfer ownership of the copyrights to any Photographs taken pursuant to the terms of this Agreement to others. In any use of the Photographs by ABI, ABI shall always acknowledge Photographer as the person who took the photograph in any distribution or publication of the Photographs. All licenses granted to ABI under this Agreement shall be unlimited; provided however, that ABI and Photographer agree not to use any Photographs in any manner that would be materially detrimental to the values of ABI or the Photographs themselves.

1.3 Warranty Against Infringement. The Photographer shall not knowingly incorporate any material into the Photographs which is subject to the copyrights or any other intellectual property rights of any third party, unless the Photographer has the right to copy and incorporate such material. Specifically, but without limitation, the Photographer represents and warrants that the Photographer shall obtain the written consents and releases of any individual who will actually take photographs for any purpose described in this Agreement, and these written consents and releases shall state that the individual has agreed to execute and deliver an assignment of all rights with respect to the Photographs to ABI.

1.4 Affiliates; Permitted Users. In addition to the specific license granted to ABI under Section 1.2, Photographer hereby grants additional licenses to the following third-party affiliates of ABI (the “Affiliates”): the City of Atlanta, Atlanta BeltLine Partnership, Inc., and The Atlanta Development Authority d/b/a Invest Atlanta. All licenses granted to the Affiliates hereunder shall be under the same terms and conditions as the license granted to ABI under Section 1.2 and ABI shall accept responsibility for following up with the Affiliates so that the Affiliates understand and comply with the terms of any such license.

1.5 Work for Hire. All Photographs created and/or taken by the Photographer in the course of any work undertaken for ABI shall be deemed a “work made for hire” for ABI as said term is defined under the U.S. Copyright Act, with ABI deemed the author thereof.
2. **Additional Services.** Professional services that are above and beyond the Services to be provided in this Agreement may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, the Photographer agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying the Photographer any fees or compensation for any additional services the Photographer performs without the prior written consent of ABI.

3. **Compensation.** Subject to the approval of all invoices by ABI, ABI agrees to pay, and the Photographer agrees to accept as full compensation for all services furnished and performed pursuant to this Agreement by the Photographer, including its employees, subcontractors, and anyone working at its direction, a total not to exceed __________ and XX/100 Dollars ($XX,XXX.XX) (the “Project Fee”). The Project Fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The Project Fee shall be paid in periodic installments during the course of the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date.

   a) **DBE Utilization and Participation.** In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or Photographer for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

   b) **Additional Documentation Required for Payment.** In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

   (i) A statement from Photographer setting forth the list of all subconsultants/subcontractors with whom Photographer has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Form (Subcontractor/Subconsultant Utilization and DBE Participation Form attached hereto as Exhibit B, which is incorporated herein by this reference) submitted at the time of the bid response which is incorporated herein by reference; the amount requested for any subconsultant/subcontractor in the invoice, and the amount to be paid to the subconsultant/subcontractor from such invoice;

   (ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary attached hereto as Exhibit C, which is incorporated herein by this reference);
(iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

c) If, at any time during the Contract Term, Photographer alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Photographer thirty (30) days’ written notice.

d) Provided that a Request for Payment is received by ABI no later than the 10th day of a month, Owner shall make payment to the Photographer not later than sixty (60) days following the receipt of the Request for Payment and all related support documentation. If a Request for Payment is received by ABI after the date fixed above, payment shall be made by ABI no later than seventy-five (75) days after ABI receives a completed Request for Payment and all related supporting documentation.

4. **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in effect until __________ __, 202__ (the “Contract Term”), unless sooner terminated by either Party as provided herein. The Term shall have two (2) consecutive twelve (12) month renewal terms which will automatically renew unless ABI provides Photographer with notice of its intent not to renew this Agreement thirty (30) days prior to the expiration date of the initial Term or any extension of the initial Term. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to the Photographer unless specifically agreed to in writing by both Parties.

   a) Photographer shall begin the photography work described in the Work Order immediately upon receipt of a fully executed Work Order.

   b) Photographer shall complete the work described in the Work Order within the time requested by ABI. A Sample Work Order is attached hereto as Exhibit D and incorporated herein by reference. Each Work Order issued by ABI shall be in a form that is substantially similar to Exhibit D.

   c) In the event that time constraints do not permit the issuance of a fully executed Work Order, Photographer shall begin the photography work as requested in writing by the ABI project manager, and ABI shall work diligently to provide a fully executed Work Order to Photographer as soon as practicable.

5. **Termination.** Either Party shall have the right to terminate this Agreement upon thirty (30) days’ written notice, with or without cause. If Photographer’s services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Photographer or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Photographer will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled to recover lost revenue, special, consequential or punitive damages, attorney’s fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third party with any remedy, claim, right of action, or other right, except as stated in Section 8(a). The Parties’ obligations
pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

6. **Ownership of Documents.** All documents, reports or other written materials of any kind prepared by the Photographer in connection with this Agreement (the “Documents”), including the Photographs and any related materials that are stored by electronic or digital means, shall become the sole property of ABI. Upon the termination of this Agreement, Photographer shall deliver to ABI all Documents generated or worked on by the Photographer. Photographer agrees that ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI’s sole discretion, in connection with this and any other project of ABI.

7. **Confidentiality.** Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the “Georgia Open Records Act”) or other applicable provisions of Georgia law, it is hereby agreed by ABI and the Photographer that all work and materials prepared in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by ABI’s Arts and Culture Manager, or the person ABI designates as its project manager in connection with the Scope of Services provided under this Agreement (the “ABI Project Manager”). The confidential information shall be used by the Photographer solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of the Photographer without ABI’s prior written consent. The Photographer shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by the Photographer, the Photographer shall immediately inform the ABI Project Manager, who shall advise the Photographer as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, the Photographer agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of the Photographer in connection with any legal proceedings (excepting costs and expenses resulting from the Photographer’s negligence or willful misconduct).

a) Photographer hereby advises that the personnel listed on Exhibit E, attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated personnel listed on Exhibit E. This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

b) In order to protect and limit the dissemination of confidential information provided herein, Photographer agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

8. **Insurance.** In conjunction with the execution of this Agreement, Photographer shall provide evidence of worker’s compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Photographer and Photographer’s principals, employees and agents, and any subcontractor(s) in rendering the Services within the scope of and in compliance with this
Agreement. Photographer shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker’s Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance
   
i. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;
   
ii. The following additional coverage must apply:
       A. 2013 or later ISO Commercial General Liability Form.
       B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
       C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
       D. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
       E. Primary and Non-Contributory wording.

c) Automobile Liability Insurance
   
i. $1,000,000 combined single limit of liability per accident for bodily injury and property damage.
   
ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
   
iii. Additional Insured Endorsement
   
iv. Waiver of Subrogation Endorsement

d) Insurance company must be authorized to do business in the State of Georgia.

e) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc.

f) The cancellation provision should provide 30 days’ notice of cancellation (10 days’ notice for cancellation due to non-payment of premium).

g) Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker’s Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Photographers’ broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
h) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

i) Photographer shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Photographer will be primary over any insurance program carried by ABI.

j) Photographer shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Photographer and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI and its officers, officials, employees, Photographers, separate contractors/consultants, and subcontractors.

k) Photographer waives all rights of recovery against ABI and its officers, officials, employees, separate consultants, and all subcontractors which Photographer may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Photographer.

l) Photographer shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Photographer) against ABI and its officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

9. **Miscellaneous Provisions.**

a) **Indemnification.**

i) Photographer shall indemnify and hold harmless ABI, IA, and the City, and their officers, directors, employees, and agents from and against any and all claims, demands, suits, losses, costs, expenses, obligations, liabilities, and damages (including reasonable attorneys’ and paralegals’ fees) incurred or suffered by ABI, IA, and the City throughout all negotiations, trials or appeals undertaken, arising from or in connection with any breach of Photographer’s warranties or obligations under this Agreement, except when such claims result from the gross negligence or willful misconduct of ABI, IA, or the City. Photographer agrees to indemnify ABI, IA, and the City against any claims of infringement or violation of rights of publicity or copyright infringement brought against ABI, IA, or the City by any third party arising from any past, present or future photography services undertaken by the Photographer for ABI.

ii) Photographer agrees that irreparable harm and damage would result to ABI as a result of a breach or threatened breach of this Agreement by the Photographer, and that a remedy at law will not be adequate to compensate ABI for such harm and damage. Therefore, the Photographer agrees that ABI will have the right to seek and obtain specific performance and a preliminary and/or permanent injunction enjoining any violation of this Agreement and to receive all revenue derived prior to the issuance of such injunctive relief directly or indirectly from the activity giving rise to the violation. The foregoing remedy shall be in addition to and shall not limit any other rights and remedies to which ABI may be entitled at law or in equity.
b) **Assignment.** Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the Parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Photographer, to any entity formed or designated by ABI as its “agent” for purposes of implementing all or a portion of its responsibilities with respect to the BeltLine TAD. In such instances, ABI shall promptly advise Photographer of any such assignment and provide Photographer with the name of any replacement contact person.

c) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

d) **Sufferance and Non-Waiver.** No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or bylaw or in equity despite said forbearance or indulgence.

e) **Applicable Law.** This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

f) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

g) **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

h) **Photographer’s Status.** The relationship between ABI and the Photographer shall be that of owner and independent contractor. Other than the consideration set forth herein, the Photographer shall not be entitled to any ABI employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker’s compensation, free parking or retirement benefits. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Photographer shall be those of the Photographer, not ABI.

i) **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

j) **Time.** Time is of the essence of this Agreement due to the nature of the funding.
References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

k) **Ethics.** Photographer acknowledges that ABI’s employees, directors, and officers are bound by The Atlanta BeltLine, Inc. Code of Ethics (the “ABI Ethics Code”); that Photographer has read and understood the ABI Ethics Code; and that Photographer will govern itself accordingly in all interactions with ABI’s employees, directors, and officers.

l) **Contractor/Consultant and Subcontractor/Sub-Consultant Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit “F” and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Agreement, Contractor will secure from each Subcontractor or an affidavit that certifies the Subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment Exhibit “G” and incorporated herein by this reference. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment Exhibit “H” and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit “I” and incorporated herein by this reference.

10. **Notice.** Any notice required to be given hereunder shall be in writing and mailed by registered or certified mail, return receipt requested, postage prepaid, or hand delivered with receipt of service simultaneously to all Parties and to their copy recipients at the addresses set forth below. Each Party and copy recipient shall have the right to change his address for the receipt of notices, upon the giving of proper notice to all other Parties hereto.

If to ABI:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW, Suite 2300
Atlanta, Georgia 30303
Phone: (404) 477-3636
Email: mkyle@atlbeltline.org
Attention: Miranda Kyle, Arts & Culture Manager
With a copy to:

Atlanta BeltLine, Inc.
100 Peachtree Street, Suite 2300
Atlanta, Georgia 30303
Phone: (404) 477-3545
Email: mthomas@atlbeltline.org
Attention: Michelle L. Thomas, Assistant General Counsel

If to the Photographer:

________________________________________

________________________________________

Phone: (XXX) XXX-XXXX
Email: xxxxx@xxxxx.com
Attention: 

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or the Photographer to any one of the others shall also be given to all of the others. ABI or the Photographer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

11. **Consent to Jurisdiction, Waiver of Jury Trial.** The Photographer hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of the State of Georgia, for any proceeding or dispute arising out of this Agreement and consents that all service of process be made by registered or certified mail directed to the Photographer at the address indicated in Section 10 or at such other address as the Photographer may have designated in writing to ABI, and service so made shall be deemed to be completed upon the earlier of actual receipt thereof or three (3) days after deposit in the United States mail, proper postage prepaid and properly addressed. To the extent permitted by law, the Photographer voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum non convenient to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or the Photographer, and the Photographer consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

12. **Authorization.** Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTAINED ON NEXT PAGE.)
ATLANTA BELTLINE, INC.
a Georgia nonprofit corporation

By: Clyde Higgs  
    President and CEO

Attest:

By: Aasia Mustakeem, Assistant Secretary

CORPORATE SEAL

Approved as to form:

__________________________
Michelle L. Thomas
Assistant General Counsel

Funding Source: ABLP, BL TAD, COA, Fulton County, NEA

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUED ON NEXT PAGE.)
PHOTOGRAPHER:

______________________________

By: __________________________

Signature

______________________________

Name (Typed or Printed)

______________________________

Title

(CORPORATE SEAL)

ATTEST:

By:

______________________________

Signature

______________________________

Name (Typed or Printed)

______________________________

Title
EXHIBIT A

SCOPE OF SERVICES

During the Term of this Agreement, Photographer will provide all tools, equipment, and materials necessary to complete various photography assignments at the request of ABI. Photographer will provide opportunity photography and post processing of image files.
EXHIBIT B
SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION CERTIFICATION

Contract: ____________________________ Date: as of ____________
Contract Date: ____________________________
Total Contract Amount: ____________________________

Atlanta BeltLine, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI is gathering data on the utilization of FBE, MBE, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority or Small Business Enterprises (FBE, MBE, and SBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the FBE, MBE, and SBE; and the percentage of the overall Scope of Services provided under the contract.

Contractor/Consultant: ____________________________________________

1. My firm, as the Contractor/Consultant on the above contract (is) _____ (is not) _____ a Female, Minority, or Small Business Enterprise. (Please indicate below the portion of work, including percentage of contract amount, that your firm will carry out directly):

___________________________________________________________________________
___________________________________________________________________________

2. If the Contractor/Consultant is a Joint Venture, please indicate by checking here (___) and complete a Joint Venture Disclosure Affidavit. ABI will also need to have a copy of the executed Joint Venture Agreement.

3. Subcontractors/Subconsultant (including suppliers) used or to be utilized in the performance of this project, if awarded, are:

Subcontractor/Subconsultant Name: ____________________________________________
Address ____________________________________________
___________________________________________________________________________

Phone _______________________________ Contact Person ________________________
Email address:______________________________
Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________
Work to be Performed ____________________________________________
Amount awarded $__________   Amount received $__________
Percent of Total Contract Amount______%  Percent of Scope of Services_______%

*Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); as certified by either the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier and Development Council or MARTA.

Subcontractor/Subconsultant Name: ____________________________________________
Address ____________________________________________

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<td>Ethnic Group* ______ FBE/MBE/SBE Certification from (name of agency) __________</td>
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<td>Work to be Performed ____________________________</td>
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<td>Amount awarded $_________ Amount received $_________</td>
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<tr>
<td>Percent of Total Contract Amount____% Percent of Scope of Services____ %</td>
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**Total Amount of All DBE Subcontractor/Subconsultant Agreements** $ __________________________
Percentage Value of Total Contract __________
If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants. $______________________________
_____________________________________________________________________________________
Total Amount of FBE Subcontractor/Subconsultant Agreements $ ____________________
Total Amount of MBE Subcontractor/Subconsultant Agreements $ ____________________
Total Amount of SBE Subcontractor/Subconsultant Agreements $ ____________________

The undersigned certifies that he/she is legally authorized by the Contractor/Consultant to make the statements and representations in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief.

Contractor/Consultant Name: ____________________________________________________________

Signature: __________________________ Title: _________________________________
Address: _____________________________________________________________________________

Contact Person for Contract: ____________________________________________________________
Telephone No.: __________________________ Email Address: _______________________________
## DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

### ABI INTERNAL ROUTING
- **Project Manager:**
- **Legal:**
- **Accounting:**
- **Contract Name:**
- **Contract Amount:**
- **Amendment Amount:**

### VENDOR

<table>
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<tr>
<th>VENDOR</th>
<th>CURRENT INVOICE AMOUNT</th>
<th>ACTUAL DBE/NON-DBE Participation on this Invoice (STATUS)</th>
<th>ORIGINAL DBE/Non-DBE Contract/Amendment 5%</th>
<th>% TOTAL PAYMENTS (Paid)</th>
<th>AMOUNT PAID TO DATE</th>
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</table>

**50** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**REQUESTED BY**
**APPROVED BY**
**FINANCE DEPT**

**DATE**
**DATE**
**DATE**

[ON NEXT PAGE]
This Work Order ("Work Order"), when approved and signed by both parties, is issued under and amends that certain Photography Agreement between the parties dated ____________, 2020 (the "Agreement"). Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

**SCOPE OF SERVICES:**

The service provider shall engage a Photographer to provide the following services (the "Services"):

- Described as follows: ____________________________________________

**SCHEDULE:**

- ☑ Time to complete performance of the photography services is X days from the date of the issuance of the Work Order on _____________.
- ☐ Time to complete performance as set forth in the attached document entitled ________________.

**COMPENSATION:**

The fee for the scope of services is $XXX.00

**FUNDING SOURCE(S):**

________________________
Exhibit E

LIST OF PHOTOGRAPHER’S PERSONNEL

The following individuals are authorized by Photographer to work on this engagement and have access to information as limited by Section 7 of this Agreement:
Exhibit F  
Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____________________________________________  
Federal Work Authorization User Identification Number

____________________________________________  
Date of Authorization

____________________________________________  
Name of Contractor

____________________________________________  
Name of Project

____________________________________________  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____________, 20__ in _____________ (city), ______ (state).

By:_________________________________  
Signature of Authorized Officer or Agent

____________________________________________  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before m on this the  
______ day of _____________, 20 ___.

_________________________________  
NOTARY PUBLIC

My Commission Expires: __________
EXHIBIT G

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________ (insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

______________________________
Date of Authorization

______________________________
Name of Subcontractor

______________________________
Name of Project

______________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ ___, 20__ in _____________ (city), ______ (state).

By: _____________________________
Signature of Authorized Officer or Agent

______________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
______ day of ________________, 20 ___.

_________________________________
NOTARY PUBLIC
My Commission Expires: ____________
EXHIBIT H

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for __________________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and __________________________ (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to __________________________ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to __________________________ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

________________________________________________________

Federal Work Authorization User Identification Number

________________________________________________________

Date of Authorization

________________________________________________________

Name of Sub-subcontractor

________________________________________________________

Name of Project

________________________________________________________

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ________, 20__ in _____________ (city), ______ (state).

By: ____________________________________________________

Signature of Authorized Officer or Agent

________________________________________________________

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

______ day of ________________, 20__.

________________________________________________________

NOTARY PUBLIC
My Commission Expires: __________
By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

1) ____________ I am a United States Citizen.

2) ____________ I am a legal permanent resident 18 years of age or older.

3) ____________ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: ________________________________.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. The secure and verifiable document provided with this affidavit is: ____________________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in __________________ (city), __________________ (state).

__________________________________________
Signature of Applicant

__________________________________________
Date:

__________________________________________
Printed Name of Applicant:

Sworn to and subscribed before me
This ____ day of ______________, 202__

__________________________________________
Notary Public

My commission expires: __________________________