

Exhibit B: Contractor Agreement

This agreement (“Agreement”) dated as of [Month] [Day], 20[___] is made by the Fashion Institute of Technology (“Company”) and [Name of Contractor] (“Contractor”), located at [ADDRESS]. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Contractor hereby agree as follows:

1. Statement of Work: Contractor will provide services as detailed in “Schedule A” attached to this Agreement (the “Scope of Work”) as required by Company in writing, in accordance with Company’s direction and/or instructions.
2. Services & Term: Contractor will perform its services hereunder in a timely and professional manner consistent with generally accepted practices in the industry and when, where and in the manner reasonably specified and required by Company. Timely delivery of the Work is of the essence of this Agreement. The term of this Agreement will commence upon the date(s) and times set forth in the Scope of Work.
3. Compensation / Relationship: As full and complete consideration for all Work and for all rights contained herein, Company shall pay to Contractor a flat-fee in the amount of [_____] (\$[____]) for the Work required by Company, payable upon satisfactory completion and delivery of the Work to Company. Company and Contractor agree that Contractor is an independent contractor and not an employee or agent of Company. Contractor assumes all obligations with respect to Federal and State income taxes, Social Security taxes, unemployment insurance premiums, workers compensation premiums, and any other non-sales taxes or charges imposed by law, and any withholdings or payments that may be required by law.
4. Rights; Representations and Warranties; Indemnification:
 - (a) Unless the Company purchases such rights as a condition of this Agreement, Contractor shall be deemed to be the sole and exclusive author and own all rights in and to the Work including, without limitation, all rights of copyright (and all renewals, extensions, and restorations thereof) and all other intellectual property rights now or hereafter existing of every kind and character in any and all media whether now known or hereafter devised, and in and to all results and proceeds of the Work. Notwithstanding the foregoing, Contractor agrees not to authorize, license, or assign the Work to any party for use in connection with missions or projects which conflict with or are antithetical to the mission and interests of Company.
 - (b) Contractor grants to Company and Company accepts a non-exclusive, limited, perpetual, revocable license to the Work including the right and unrestricted permission, without further notice to Contractor or any other person or further consent or authorization from Contractor, to use, reproduce, make derivative works, broadcast, telecast, transmit, announce, publish, present and display, including any derivative works thereof, and use or exploit the Work individually or in combination with other materials or copyrighted works in any and all media now and in the future for educational, illustration, commercial, promotion, art, editorial, advertising, and trade or any other lawful purpose.
 - (c) Contractor represents and warrants as follows: (1) unless otherwise agreed in writing by Company and with the exception of any elements provided to Contractor by Company, the Work shall be wholly original with Contractor and free from claims by or obligations to any third parties (including without limitation, rights of privacy, publicity, copyright and/or any other intellectual property rights); (2) Contractor holds or has obtained all rights, releases, permissions and authorizations to the Work; (3) neither the Work nor the license granted herein by Contractor violates any third-party rights or applicable laws; and (4) Contractor hereby grants and conveys to Company all applicable rights, releases, permissions and authorizations to or in connection with the Work in accordance with the license grant in Section 4(b) herein to use, modify, excerpt, create derivative works, display, distribute and fully exploit the Work in accordance with the terms this Agreement;
 - (d) Contractor shall indemnify, defend and hold harmless Company, its parents, employees, directors, officers and their respective heirs and assigns from and against any claim, liability, demand, actions, losses, damages

and expenses, (including, without limitation, reasonable outside attorneys' fees and costs) brought in connection with the use and exploitation of the Work by Company or any third party; and Contractor has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as all applicable specifications by Company. The provisions of this paragraph shall survive the termination of this Agreement. Contractor agrees to promptly notify Company in writing of any claim or demand promptly upon learning of its existence and upon Company's request, to assume the defense of the claim or demand.

5. Insurance: Contractor represents and warrants that it maintains insurance coverage for bodily injury and property damage, as well as workers' compensation insurance, for commercially reasonable amounts, and shall list Company as an additional insured on all such policies. Contractor shall provide Company with certificates of insurance no less than seven (7) business days prior to the date services are to be rendered.
6. Use of Company Equipment: If Contractor proposes to use equipment owned by Company in connection with the performance of its services, such use must be approved in advance in writing by Company. The installation and operation of any such equipment shall be subject to the supervision of Company. Contractor shall provide a qualified operator or operators for such equipment at its own expense.
7. No Promotional Rights: Contractor shall not use Company's name, logo, or trademark without prior written approval. Company reserves the right to advertise and promote any event associated with the services as appropriate.
8. Cancellation Right: Upon five (5) business days written notice, Company may terminate this Agreement at no cost to Company. If terminated pursuant to this provision, all deposits and other monies paid by Company shall be returned in full.
9. Force Majeure Events: Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in conducting the event arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. To the extent delays are excused by this provision, dates or times for the rendering of services shall be reasonably extended to the extent practicable and provided that the Party whose performance is affected notifies the other Party promptly of the existence and nature of such delay.
10. No Assignment: Contractor's obligations under this Agreement may not be assigned, subleased, outsourced or transferred without the prior written consent of Company.
11. Waiver of Rights: Waiver by Company of any breach or right under this Agreement shall not operate or be construed as a waiver of any other breach or right.
12. Enforceability of the Agreement: If any paragraph or clause of the Agreement is deemed illegal or invalid or void for any reason, it shall be modified to the minimum extent necessary to make it legal or valid, and the remaining paragraphs and clauses of the Agreement will remain in full force and effect.
13. Remedies/Choice of Law/Venue: The parties agree to engage in good faith attempts to resolve any disputes that arise under this Agreement prior to taking a formal action. This Agreement shall be governed by the laws of the State of New York applicable to agreements entered into and to be performed entirely in said State, and the courts in New York, New York shall have exclusive jurisdiction over all disputes and actions relating to or arising under this Agreement. The parties consent to the personal jurisdiction of those courts.
14. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other negotiations, understandings and agreements between Company and Contractor, whether prior to, contemporaneous with, or subsequent to this Agreement. If any provisions of

this Agreement are held to be void or unenforceable, all other provisions of this Agreement shall continue in full force and effect.

FASHION INSTITUTE OF TECHNOLOGY

[CONTRACTOR NAME]

By: _____
Its Authorized Signatory

Schedule A

SCOPE OF WORK

Description of Services:

[e.g., photography, videography]

Date(s) of Services:

Time Period Services will be Provided: From _____ to _____

Location Where Services will be Provided:

Contractor's or Company's special requirements to be provided, if any:
