

CONTRACT SERVICE AGREEMENT

This Service Agreement (this “**Agreement**”), dated as of February __, 2022 (the “**Effective Date**”), is between Williston Basin Chapter of the American Petroleum Institute (“Williston API”), and _____ company (“**Invitee**”). Williston API and Invitee may be referred to herein as “**Parties**” or, individually, a “**Party**.”

Williston API operates three major events in Williston, North Dakota, (the “**Events**”). Invitee desires to provide photography services for each the Events. Williston API desires to allow such access to Invitee under the terms and conditions of this Agreement.

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

1. Term. The term of this Agreement shall commence on the Effective Date and conclude immediately upon written notice of termination provided by Williston API to Invitee. All obligations accrued by both Parties prior to such termination date shall survive termination.

2. Performance of Services. (1) Invitee agrees to take photographs as per stated request, allowing for artistic expression. (2) Invitee agrees to use high technical quality to meet Williston API’s needs, for web or print. (3) Invitee will use digital photography and color management consultancy knowledge to create photographs for Williston API (4) Invitee shall provide Williston API with copies of all pictures taken at the event within 7 days (5) Invitee must provide their own camera (6) Invitee must provide their own transportation.

3. Work Product Ownership. Williston API owns the rights to all photos. Any copyrightable works, ideas, discoveries, products, or other information (collectively, the “Work Product”) developed in whole or in part by Agent in connection with the Services will be exclusive property of Williston API.

4. Description of Services. Agreement. Invitee will provide the following coverage and photo specifics for each of the Events of Williston API. Once each event has finished, Invitee will provide Williston API copies of all pictures taken at the event by placing them on a USB drive (to be provided by Williston API)

4.1 CHILI COOKOFF – Pre-Event Set up (6pm-8pm) day of Event (11am-11pm)- Each Team Booth, Band, Games, Awards, Judges, Attendees

4.2 GOLF TOURNAMENT – Pre-Event Social (5pm-7pm) 6:45am – 6pm – Team photos on Green. *Eagle Ridge and The Links of ND Golf Courses. (Photo paper, printers, printer ink, photo frames to be provided by Williston API) *Banquet (7pm-10pm) UMFV Building – Hole & Prize winners, Attendees

4.3 AWARDS BANQUET – (6pm-10pm) Award winners, Speakers, Attendees – Photo Booth on site decorated by Williston API. – Formal attire to be worn.

5. Payment Terms. Payment shall be made in full upon completion of Event services and delivery of Work Product. Additional design services outside the scope of this agreement must be billed at the agreed upon hourly rate provided with bid, no additional services will be accepted without prior approval by the Williston API.

6. Access. Williston API hereby grants Invitee and such of its agents and representatives (collectively, “**Agents**”) and each of its and their employees (collectively, the “**Invitee Group**”), all as designated in writing to Williston API time to time, the right and privilege to access the Events. Members of the Invitee Group shall access the Events in a manner as to cause minimum interference with Williston API’s operations. Invitee shall be absolutely responsible and liable for its Agents and their actions, and for their compliance and/or non-compliance with the terms and conditions of this Agreement.

7. Facilities Rules. Invitee agrees to comply with and to cause its Agents to comply with all rules posted by Williston API at the Events, as in effect from time to time. Without limiting the generality of the foregoing, Invitee shall comply with the facility safety requirements.

8. Compliance with Laws and Regulations. Invitee agrees to comply and to cause its Agents to comply with all federal, state and local laws, statutes, ordinances, rules, and regulations that may be applicable to Invitee’s and its Agents activities at the Events. Invitee shall obtain and cause its Agents to obtain all permits and licenses required by law.

9. Incident Reporting. Invitee must report all incidents (including accidents and near misses) that occur at the Events in writing to Williston API within twenty-four (24) hours following such incident. The report should describe the incident and include any investigative materials or documents that Invitee completes, and any related documentations and reports submitted to any entity, including but not limited to, any governmental agency, Invitee’s insurance, or others.

10. No Agency Relationship. Invitee shall be considered an independent contractor with respect to the Williston API, and not an employee of the Williston API.

11. Confidentiality. Invitee and its employees, agents or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of Invitee or divulge, disclose, or communicate in any manner, any information that is proprietary to the Williston API. Invitee and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be in effect after the termination of the Contract.

12. Insurance. Invitee shall maintain at all times those minimum insurance requirements attached hereto on Exhibit A and supply Williston API with evidence thereof before accessing the Facilities. Invitee’s insurance shall be primary and shall name Williston API as an additional insured and waive subrogation against Williston API. The insurance requirements are distinct from the indemnity obligations but shall also support the indemnity obligations.

13. Indemnification. Invitee agrees to indemnify and hold harmless Williston API from all claims, losses, expenses, fees, including attorney fees, cost and judgements that may be asserted against Williston API that result from the acts or omissions of Invitee, Invitee’s members if any and Invitee’s agents.

13.1 No Limitation. The scope of these indemnity provisions may not be altered, restricted, limited, or changed by any other provision of this Agreement. The indemnity obligations of Invitee in this Section 12 are independent of any insurance requirements in Section 11, and such indemnity obligations shall not be lessened or extinguished by reason of Invitee’s failure to obtain the required insurance coverages or by any defenses asserted by Invitee’s insurers.

13.2 Survival. The indemnity and other such obligations contained herein shall survive the termination of this Agreement for any reason until the applicable statute of limitations has run.

14. Notice/Contact Information. Any notice, request, order or demand required or permitted to be given under this Agreement to either Party, other than a request for service, shall be in writing and conveyed to the Party to be notified at the email address set forth on the signature page hereto, and be deemed given upon sending. Either Party may change its email address to which Notice is to be given to it by giving written notice as provided above of such change of email address.

15. Miscellaneous. This Agreement sets forth the entire agreement between the Parties hereto with respect to the subject matter of this Agreement, and any prior understanding, proposals, representations, or agreements between the parties shall be deemed to be merged into this Agreement. This Agreement shall not be changed, waived, or modified except by an addendum in writing signed by the Parties. No waiver by either Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any subsequent default or defaults, whether of a like or different character. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned, transferred or conveyed without the written consent of the other Party. This Agreement shall be governed by, construed, enforced and performed according to the laws of the State of North Dakota without regard to principles of conflicts of law.

This Agreement has been executed by the authorized representatives of each Party as of the date hereof.

Williston Basin Chapter, API.

By: _____
Name: Jared Iverson
Title: President

PO Box 546
Williston, ND 58801
Attn: Williston API Board
E-mail: info@willistonapi.com
Phone: _____

By: _____
Name: _____
Title: _____

Attn: _____
E-mail: _____
Phone: _____