



USA Powerlifting Request for Photography Proposals

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1. Summary

USA Powerlifting is accepting proposals for an official USA Powerlifting photographing company to cover the Arnold Sports Festival and national events.

USA Powerlifting (formerly American Drug Free Powerlifting Association, Inc.) is the leading powerlifting organization in the United States. USA Powerlifting sanctions several National Championships in all age groups, giving athletes a chance to see how they fare against competitors across the country. It is the mission of USA Powerlifting to provide powerlifting competition of uniform high quality which is drug tested and available to all athletes who meet the criteria for membership throughout the United States.

The purpose of this RFP is to provide a fair evaluation of all candidates and to provide all candidates with the evaluation criteria against they will be judged.

2. Proposal Guidelines and Requirements

This is an open and competitive process. Proposals received after <Deadline> , will not be considered.

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

If you wish to submit alternate solutions, please do so.

The price you quote should be inclusive. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

If the execution of work to be performed by your company requires the hiring of sub-contractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined.

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

3. Contract Terms

USA Powerlifting will negotiate contract terms upon selection. All contracts are subject to review by the Executive Committee of USA Powerlifting and a project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget and other necessary items.

4. Timeline

This RFP is dated December 31, 2019

- Proposals are due in the format specified in section 6 no later than 5pm EST on:

Event	Date
Arnold Sports Festival	January 15, 2020
Open, Youth/Bench, & Raw Nationals	January 31, 2020

- Proposals will be evaluated immediately thereafter. During this time, we may require additional information. You will be notified if this is requested.
- The name of the candidate company who has been selected will be decided on or about:

Event	Date
Arnold Sports Festival	January 31, 2020
Open, Youth/Bench, & Raw Nationals	February 15, 2020

- Negotiations will begin immediately with the successful candidate and should conclude no later than February 15th for the Arnold Sports Festival and March 30th for Open, Youth/Bench, & Raw Nationals.
- All other candidates will be notified by February 2, 2020 for the Arnold Sports Festival and February 17th for Open, Youth/Bench, & Raw Nationals.

5. Evaluation Criteria

The proposal will be evaluated on the following key components:

- Demonstrated experience photographing large events.
- Pricing which is in keeping with USA Powerlifting's overall principle of providing photography packages to its members at a reasonable cost.

3. Proposals will be ranked and the top three may be contacted to provide further information for the purposes of ensuring all conditions can be met.

6. Format of Proposal

The proposal must be provided in the form of a written report/proposal and must contain the following at a minimum:

- Name of business
- Name of owner
- Number of photographers employed by the company/available for events.
- Does the company offer online or in person orders?
- Does the company offer photography and video or just one or the other? I.E. just photography or just video.
- Does the company sell to commercial entities?
- Package pricing
- Order fulfillment times
- Percentage of missed fulfillment times
- Has the company ever had to cancel orders or refund? If so, why
- What meets has the company provided service to in the past
- What is the general size of the meets the company has serviced?
- How many platforms has the company had to photograph?
- Provided references
- Any other additional information the company feels would be relevant to provide

The proposal must be provided in an electronic format (.pdf) by e-mail to the Administrative Assistant, Adriana DaCosta, adacosta@usapowerlifting.com, no later than 5pm EST on:

Event	Date
Arnold Sports Festival	January 15, 2020
Open, Youth/Bench, & Raw Nationals	January 31, 2020

7. Sample Event Photography Contract



USA POWERLIFTING EVENT PHOTOGRAPHER CONTRACT

This Agreement is made this _____ day of _____, 20 _____

between _____ (*photographer name*) and USA Powerlifting.

This will confirm the terms and conditions on which _____ (“you”/ “Photographer”) have agreed to photograph the USA Powerlifting event(s) (“Event”), organized by (“us”/ “Corporation”).

This Agreement is for the following USA Powerlifting Event(s):

- _____

1. The Corporation and the Photographer hereby agree to the following terms:

- For the duration of this agreement, the Photographer shall have the exclusive rights to photographs and video of participants and events. This right includes, the creation, offering for individual sale and distribution of photographs of the above listed Corporation event(s) and group or individual portraits of attendees participating in the event(s).
- The Corporation’s Release of Claims and Liability agreement contains releases from each participant, granting the right of the Corporation to photograph and video the participants. The Corporation recommends the photographer review the Release of Claims and Liability waiver to ensure it satisfied model release forms required for the photography profession.
- The Photographer agrees to provide the Corporation with digital photographs of corporate events, and/or group or individual portraits of attendees participating in the event within 30 days of the events completion unless stated otherwise.
 - One digital image with designated watermarks of each lifter provided to USA Powerlifting, grouped by Day, Session and Platform at the end of each event day or sooner.
- The Photographer agrees to transfer the copyrights of images as described below to the Corporation for photographs of the corporate event and group or individual portraits of attendees participating in the event.

2. The Photographer and the Corporation agree to the following licensing terms:

- The Corporation retains all rights to each image and video. The Photographer has rights to advertise images and video for purpose of sales.



- The Photographer is provided the rights to sell and distribute images and video taken at the Event(s) with the following conditions:
 - Sale and/or distribution of images for personal use only. Images are to contain the USA Powerlifting logo and sponsor logo as designated by the Corporation for the Event(s). Sponsor logo, if applicable will be provided no less than 1 week prior to event start date.
 - Sale and/or distribution of video for personal use only. Video(s) are to contain the USA Powerlifting logo and sponsor logo as designated by the Corporation for the Event(s). Sponsor logo, if applicable will be provided no less than 1 week prior to event start date.
 - Any sale and/or distribution of images or video without watermark for personal use is subject to the Corporations written approval and a 50% payment of delta price between images/video with and without watermarks.
 - Any sale and/or distribution of images or video without watermark for commercial use is subject to the Corporations written approval and a 50% payment of sales price for images/video without watermarks. Commercial use is defined as but not limited to entities whose use of images or video is for promoting business, services or products, etc.
 - Photographer watermark may be included on photos and video.
3. The Photographer agrees to give the Corporation proper photo credit on each reprint as follows:
- USA Powerlifting watermark on all images
 - Hashtag of #usapowerlifting and #usapl in all social media posts
 - Mention of @usapowerlifting in all social media posts
 - Include the name USA Powerlifting in the text description and meta data of images posted online, including website and social media.
4. The Photographer may not transfer this license (or may not transfer the copyrights) to other parties without written permission from the Corporation.
5. The Photographer agrees that altering images other than enhancing image quality is prohibited without receiving written permission from the Corporation.
6. The Corporation may use photographs or video by photographer from the Event(s) without watermarks including, but limited to website and marketing materials. Photography credit will be provided for social media posts.
7. The photographer is responsible for the transportation and shipping of all materials and equipment required for photography and video at the Event(s).



8. The Corporation will not be responsible for loss or theft of Photographer's equipment and materials.
9. This agreement is:

___ **Exclusive:** The Corporation shall not enter into an agreement with the aforementioned images and video with another photographer for purposes of sales throughout the duration of this contract. The Corporation may have photographers for the event for marketing or sponsorship purposes whose images and video will not be sold.

___ **Non-exclusive:** The Corporation may assign additional licenses to other parties during the contract.
10. The Corporation agrees to provide the Photographer's contact information via Event(s) webpage and direct email to all persons entered into the Event(s) for purpose of purchase for personal use.
11. The Corporation shall designate an area at each event for the Photographer to display, sell, and/or promote photographs created for Corporation events. The Corporation shall provide the following:
 - The area shall have convenient access to electricity.
 - One 6ft-8ft table (provided behind LED Wall)
12. Payment:
 - The photographer agrees to pay the Corporation on behalf of the event director a total of \$ _____ within 30 days of event start date.
 - The photographer agrees to pay the Corporation 50% of the sales from sales for commercial use and personal use without watermark on the last business day of each month.
13. Our name, logo, trademarks, copyrights and service marks, trade name, label designs, product identifications, artwork, names, images, signatures, likenesses and other symbols and devices associated with USA Powerlifting and its products or services (collectively the "USAPL's Intellectual Property") are and shall remain our sole and exclusive property. Your right to use the USAPL's Intellectual Property is non-exclusive, non-assignable and non-transferable. Subject to the foregoing, we grant to you, during the Term of this Agreement, a limited, royalty-free, non-assignable, non-exclusive, terminable license to use USAPL's Intellectual Property only to the extent necessary to allow you to fulfill its obligations hereunder.
14. You agree to indemnify and hold USA Powerlifting harmless from any and all claims, loss or damage, including reasonable attorneys' fees, arising from this Agreement.



15. In the event that the Event does not take place due to any cause beyond the reasonable control of the parties, this Agreement shall terminate and our maximum obligation shall be to return to you the fee paid us, hereunder less any direct out-of-pocket expenses incurred by us prior to the date of termination.
16. This Agreement does not constitute a partnership or joint venture or principal-agent relationship between us. This Agreement may not be assigned by either party. It is complete and represents the entire agreement between the parties.
17. Terms and conditions of this contract are confidential between USA Powerlifting and you. Conditions of this agreement may not be disclosed to outside parties.

AGREED AND ACCEPTED BY:

X

Signature of Authorized Representative & ...
Owner

X

Lawrence J Maile, Ph.D. & Date
President, USA Powerlifting