

PHOTOGRAPHER NAME / MAGAZINE NAME
LICENSING AGREEMENT

1) AGREEMENT - This contract between PHOTOGRAPHER NAME, (hereafter “Photographer”) and MAGAZINE NAME, (hereafter “Client”), governs assignments executed by the Photographer for the Client between 5/9/10 – 5/8/12, and constitutes the entire agreement between the parties concerning those assignments.

2) COMPENSATION/LICENSING – Client will pay the Photographer the following creative fees plus expenses, for first domestic editorial print use and concurrent editorial web use of the photographs from a particular assignment. The Photographer will initially bill for her time and expenses. Then when the photographs are published she will bill for the balance of the Space her photos occupy in the magazine, to the extent that it exceeds the Day Rate.

DAY RATE – 750.00 per shoot day, for up to 9 consecutive hours including travel time. The Day Rate includes use of up to 750.00 worth of space in the magazine. Travel and production time, to the extent that it makes the total time on an assignment exceed 9 hours, will be prorated.

SPACE RATE – 150.00/picture up to 1/8 page, 300.00/picture up to 1/4 page, 450.00/picture up to 1/2 page, 600.00/picture up to 3/4 page, 750.00/picture up to full page, 1500.00 for full cover.

NORMAL EXPENSES – include assistants (250.00/day), digital captures delivered by web gallery for editing (300.00/shoot day), lighting kit (300.00/day), mileage (billed at current IRS rate), parking, tolls, meals, reproduction file preparation (25.00 each including minor retouching), and file upload (25.00 for any number of files).

SPECIAL EXPENSES – may include, with prior approval, additional equipment rental, stylists, props, wardrobe, studio rental, location fees, permits, special retouching (150.00/hour).

3) ESTIMATES - Photographer will provide the Client with a cost estimate upon request. The fees and expenses estimated by the Photographer are for the original job description as presented by the Client. Subsequent changes or actual job conditions may result in additional charges.

4) PAYMENT - Client will make payment within 30 days of invoice. Late payments will be billed \$20.00/month handling fee and 1.5%/month interest. Please make checks payable to PHOTOGRAPHER NAME.

5) COPYRIGHT – All Photographs are copyright by the Photographer. Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full. All rights not expressly granted to the Client shall be reserved by the Photographer.

6) FOREIGN LANGUAGE & FOREIGN EDITION USE - If the Client wishes to use any of the Photographer’s photos in a foreign language edition of the publication or in an English language edition outside of the United States, Client shall seek prior permission from Photographer and pay an additional fee to be agreed upon.

7) REPRINT USE - If the Client wishes to sell, distribute, or give permission to sell or distribute article reprints at any time, for any purpose, to anyone, the Client shall seek permission from the Photographer in advance and pay an additional fee to be agreed upon.

8) PROMOTIONAL USE - Without additional fee, the Client may use the Photographs to advertise or promote *only* the issue of the publication in which they appear, provided the Photographs are shown in

the original context of that publication, and provided the Client secures the permission of any recognizable people and properties in the Photographs. If the Client wishes to use the photographs for any promotion at a later date, or out of context at any time, the Client will seek permission from the Photographer in advance and pay an additional licensing fee to be agreed upon.

9) REUSE - If the Client wishes to reuse any Photographs generated from a previous assignment (which was originally shot for the Client), the Client shall notify the Photographer of that use and pay the above Space Rate for that use. If the Client wishes to use any Photograph originally generated for another publication, the Client will request permission from the Photographer and pay a fee to be agreed upon.

10) THIRD PARTY USE - Client will not assign or transfer the rights granted herein, or authorize use of Photographs (whether in the context of the Magazine or not) to any third party for any reason.

11) OTHER USE - If the Client wishes to make any use of the Photographs not covered by this Agreement, Client shall seek permission from Photographer in advance, and pay an additional fee to be agreed upon.

12) CANCELLATIONS, POSTPONEMENTS - In the event of a cancellation or postponement of a shoot by the Client or subject, Client shall pay all expenses incurred by the Photographer up to the time of cancellation, plus a fee to be agreed upon. If a shoot is canceled within 24 hours of departure for the shoot, the Client shall also pay 50% of the anticipated photographic fee and 100% of the anticipated fees of any subcontractors booked for the job. The same policy holds for cancellations due to bad weather.

13) CLIENT REPRESENTATION - The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the assignment. If a Client representative is not present, the Photographer's interpretation shall be deemed acceptable.

14) EXCLUSIVITY - Assignment Photographs will be exclusive to the Client for a period of thirty days from publication or six months from receipt, whichever is less. Unless otherwise agreed upon, use of stock Photographs shall not be considered exclusive.

15) INDEMNIFICATION - Client hereby indemnifies and holds Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's Work. The Photographer hereby indemnifies and holds Client harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from the Photographer's misrepresentation of the Photographs.

16) AUTHORSHIP CREDIT - A credit in the name of the Photographer shall accompany the Photographs, on the same page, when they are reproduced, except for the case of a cover photo, where the credit may appear on the table of contents page, or in the case of multiple photos, where the credit may appear once at the beginning of the spread. Any credit omission will be rectified by the Client including a correction in the following issue, or by the Client paying the Photographer double the otherwise agreed upon fee.

17) TEAR SHEETS - Client will provide Photographer with a copy (print or electronic) of any publication, in its entirety, her Photographs appear in.

18) INDEPENDENT CONTRACTOR STATUS - Photographer acknowledges that she is an independent contractor, and is responsible for paying the appropriate taxes and insurance as such.

19) TURN AROUND TIME - Normal schedule for web photo gallery or final file preparation is 48 hours. There will be an additional 50% charge for 24 hour service, and an additional 100% charge for same day service.