Photographer Agreement Letter

Dear ________________________________.

This Agreement describes the entire relationship between you (the Photographer) and The Sun Publishing Co., Inc. (the Publisher), and it covers any and all photographs that you send to us that we accept for publication (defined hereafter as the “Work” or “Works”). This Agreement is made and entered into as of the effective date identified below, regarding Works to be published in The Sun and its related media. Please carefully review this Agreement so that you are confident in making the representations and warranties it contains and comfortable in accepting its terms. We will rely on your representations, warranties, and confirmations.

The Publisher pays between $100 to $200 for Works used within an issue (Interior Photos) and $500 for any Work used on the front cover (Cover Photos). The Publisher pays $100 per page for photo essays. In addition to one-time print publication, the Publisher publishes excerpts of each magazine issue on its websites, including some photographs. All Works will appear with the Photographer’s name in a credit line.

Upon publication of the Work, the Publisher will send the Photographer payment consistent with the above schedule and provide a complimentary one-year subscription as well as four copies of the issue in which the Work appears. (Additional copies can be purchased at a 50% contributor’s discount of $3.50 each, which includes shipping.) The print of the Work used will be returned to the Photographer.

If the Publisher decides at some point that the Work no longer suits its needs, the Publisher will return the prints -- with a kill fee of $25 -- and keep no rights to the Work.

Upon submission of the Work, the Photographer grants and transfers to the Publisher:

1) nonexclusive, one-time worldwide rights to publish the Work in all of the periodical versions of The Sun, printed, digital or otherwise; this means the Publisher will publish your image(s) once in each version, and you may have the image(s) published elsewhere at any time, either before or after publication in The Sun;
2) nonexclusive, worldwide rights to include the Work on the Publisher’s websites during the first month of publication and as part of our online back-issue archives after that; this allows the Work to appear — just as it did in the print version — in the Publisher’s archive of issues posted online; please note that Internet use necessitates “worldwide rights,” and the Work will be made available only as part of the issue in which it appeared, not as a stand-alone product;
3) nonexclusive, worldwide rights to include the Work in any digital, electric, or optical media now existing or later developed where all or part of our publications are made available, including digital archives, searchable databases, online services, and all similar media; this allows the Work to appear — just as it did in the print version — in future archive formats that the Publisher may develop;
4) nonexclusive worldwide rights to reprint the Work in any anthology of material from the Publisher, including print, electronic, and digital formats now existing or later developed; the Publisher will negotiate a reasonable fee with the Photographer for such use in proportion to the total number, placement, and reproduction size of the Work and of other Works contained in such an anthology;

5) nonexclusive, worldwide rights to use the Work, as well as the Photographer’s name in a credit line, in marketing and promotional efforts by the Publisher, including print, electronic, and digital formats. If the Publisher elects to use the Work in a promotional effort, the Publisher will pay the Photographer an additional fee, based upon placement and reproduction size — usually $50 to $100 per photograph. The promotion may be repeated multiple times and with minor alterations without additional payment.

The Publisher has the right to assign, license, or transfer any part of the rights granted in this Agreement to any third party without limitation. (This allows us to use your Work when we employ a freelance designer, web developer, or similar third-party freelancers to produce materials.)

The Photographer represents, warrants, and confirms that:

1) the Photographer has the right, power, and authority to enter into this Agreement and to grant and transfer the rights and licenses described in this Agreement to the Publisher;

2) the Photographer is the sole creator of and owns all rights in the Work; if copyrighted material is part of the Work, Photographer has secured -- in writing -- all necessary permissions for its use and will provide a copy of such written permissions to the Publisher upon request;

3) the Work does not contain any libelous, defamatory, or otherwise unlawful matter; infringe upon any copyright; invade any right of privacy; nor violate any other right of any person or entity;

4) the Photographer is an independent contractor -- not an employee or agent of the Publisher -- and will not enter into any agreement on behalf or in the name of the Publisher;

5) the Photographer has obtained all necessary model releases and permissions and identified them on the Photographer’s Contributor Form, and agrees to complete such forms prior to publication of each accepted Work;

6) the Publisher requires and the Photographer agrees to obtain model releases signed by the subjects depicted in the Work when the subjects are clearly recognizable and the publication of the Work without permission might infringe or violate on any right of the subject or invade the subject’s rights of privacy;

7) the Publisher requires and the Photographer agrees that when the subject of the Work is a minor, the Photographer represents and warrants that the Photographer has obtained written consent from the minor’s parent or legal guardian to be photographed and that the Work may be published; and

8) the Photographer agrees to provide all model releases and permissions to the Publisher upon request.
The Photographer remains legally responsible for the content of the Work and the representations and warranties made, even if this Agreement is terminated after publication. The Photographer agrees to indemnify and hold harmless the Publisher, its directors, employees, licensees, and distributors against any claim, suit, damage, loss, expense, or liability (including reasonable attorneys’ fees) arising from any breach or any allegation that if true would constitute a breach of any of the Photographer’s representations, warranties, and confirmations made in this Agreement.

This Agreement is governed by the laws of the state of North Carolina. This Agreement revokes and supersedes all prior oral or written agreements between the Publisher and the Photographer, and is intended as a final expression of their Agreement. No amendments may be made except in writing, signed by both the Photographer and the Publisher, and specifically referring to this Agreement.

The signatures below confirm acceptance of this Agreement and the parties’ willingness to be legally bound by the terms outlined therein.

Thank you, and we look forward to publishing your Work.

Sincerely,
Rachel Elliott, Photo Editor
The Sun

Effective Date of Agreement: ________________________

ACCEPTED AND AGREED:

BY PHOTOGRAPHER:    BY PUBLISHER: The Sun Publishing Co., Inc.:

Signature: ________________________          Signature: Rachel Elliott
Date: __________________________       Date: __________________________
Phone number: ______________________
E-mail: __________________________
Address: __________________________

Title: Photo Editor

Payment Details: We make payments at the time of publication. Please provide your preferred method below.
PayPal email address: __________________________
Or
ACH bank transfer: Routing number: _____________    SWIFT number (if overseas): ______
    Account number: __________________________
Or we can always mail a check if you prefer. Check made out to: __________________________
Photographer’s Contributor Form

Thanks for sending your photographs (the Work). We are pleased to accept_____of them. We’re enclosing photocopies for your records and returning the others.

☐ If this box is checked, please send us a darkroom print or a digital file of this image -- uncompressed TIFF grayscale at 300 dpi or higher on CD -- at your earliest convenience. Computer prints do not reproduce well when scanned for publication.

The Publisher’s use of the Work is subject to the terms of the Photographer Agreement Letter (the Agreement). Please sign and date, below, to acknowledge this:

(signature)______________________________________, (date) ______________
(print name)______________________________________

Please return this form at your earliest convenience. This information will help us to prepare the Work for publication and to reach you if questions arise. If any details change after you send in this form, please contact us.

Photograph and Model Release Information

Photograph #1 (brief description) __________________________________________

If recognizable faces appear in this image, do you have a signed model release for each recognizable subject in this image (or written consent from the subject’s parent or guardian, if that subject is a minor)? Model releases are not required for identifiable people in public spaces.

☐ Yes
☐ No

If you have altered this photograph digitally, please briefly describe the alterations you made:

________________________________________________________________________________________________________

________________________________________________________________________________________________________

Please describe briefly the location and context in which you took the photo. If people appear, who are they?

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________
Photograph #2 (brief description) __________________________________________

If recognizable faces appear in this image, do you have a signed model release for each recognizable subject in this image (or written consent from the subject’s parent or guardian, if that subject is a minor)? Model releases are not required for identifiable people in public spaces.

☐ Yes
☐ No

If you have altered this photograph digitally, please briefly describe the alterations you made:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Please describe briefly the location and context in which you took the photo. If people appear, who are they?
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Photograph #3 (brief description) __________________________________________

If recognizable faces appear in this image, do you have a signed model release for each recognizable subject in this image (or written consent from the subject’s parent or guardian, if that subject is a minor)? Model releases are not required for identifiable people in public spaces.

☐ Yes
☐ No

If you have altered this photograph digitally, please briefly describe the alterations you made:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Please describe briefly the location and context in which you took the photo. If people appear, who are they?
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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Revised: 1/31/2006
Photographer Information

Address: please provide a street address where we can mail copies of the magazine to you upon publication of your work.

Phone: daytime ______________________

evening ______________________

E-mail: _________________________________

Website: _________________________________

Photographer’s note: We will contact you via email in the coming weeks to request information for your contributor’s note.