

The following document is AN EXAMPLE ONLY, intended to help you better understand the kind of provisions typically included in this type of agreement. It is not intended as a substitute for consulting with an experienced attorney and receiving legal advice based on the facts and circumstances of a particular case. It also does not necessarily represent the only possible way to structure the business relationship or the range of deal terms that might be available in a particular situation.

It is important to remember that just as every transaction is unique, so is the proper structure of the agreement documenting that transaction. Rarely does a so-called “standard” or “boilerplate” legal form fit the particular needs of the parties to a transaction. When a party says their contract is “standard” what they usually mean is that it is in a format that they are accustomed to using. There is some value in starting from a common ground, but never assume that a “standard” contract is not negotiable. It is all too common for parties to employ a “standard” form agreement without carefully considering the implications of its terms or its failure to address critical issues until a dispute arises. There are those who believe that the process of negotiating the terms of agreements is tedious and is a waste of time and money – they often try to cut corners by employing “standard” forms. However, in our experience the process of careful drafting and thorough negotiation is as valuable (or more so) than the final product. Those who take the time to clearly discuss their expectations, and to memorialize those expectations in a written agreement, forge stronger relationships and are much less likely to find themselves in a dispute later on.

TELEVISION PRODUCTION STILL PHOTOGRAPHER AGREEMENT

Date _____

Photographer _____

Address _____

Dear Photographer:

This letter is to confirm an agreement ("Agreement") between PRODUCTION COMPANY ("COMPANY"), and PHOTOGRAPHER ("PHOTOGRAPHER", "You" and "Your"), to undertake photography services for the television production "DAYS JOURNEY INTO NIGHT" (w/t) ("Program"). Services will be comprised of digital photography, processing images and delivering images to COMPANY.

The terms, conditions, and compensation of this Agreement will be as follows:

1. PHOTOGRAPHER will cover (___) days of filming of the Program from ____ to ____ on location in _____. PHOTOGRAPHER will capture all essential photographic images (including trade shots) – in digital format – of the production shoot to the best of his ability.
2. PHOTOGRAPHER will deliver ____ CD-ROM copies of all photographic images captured on location to COMPANY no later than five business days following the completion of the shoot.
3. Compensation for ___ shooting days at the rate of \$____ per day for a total of \$____. Expenses will include travel, hotel, per diem of \$__ per day, and image processing not to exceed \$____.
4. PHOTOGRAPHER will retain the rights and interest in the copyright of the photographs taken pursuant to this Agreement. However, PHOTOGRAPHER agrees not to use or authorize others to use the photographs without first obtaining the prior written consent of COMPANY. Additionally, You hereby grant COMPANY: (a) an exclusive license to use and authorize COMPANY and its licensees to use the photographs throughout the world in any and all media now known or hereafter devised, for a period beginning with the date of this Agreement and continuing until one (1) year after the initial broadcast of the Program: and, (b) thereafter, a non-exclusive license to use and authorize its licensees to use the photographs in connection with the Program, including, but not limited to, broadcast tune-in advertising, videocassette, DVD, companion book and other Program-related product packaging, and in any and all media now known or hereafter devised, including on the internet, throughout the world in perpetuity. In connection with the foregoing, COMPANY agrees to use reasonable good faith efforts to include a photo credit to PHOTOGRAPHER in the completed Program.

All COMPANY rights hereunder are irrevocable and without right of rescission by, or reversion to, PHOTOGRAPHER under any circumstance whatsoever, including but not limited to the expiration or termination of this Agreement in any manner. Your rights and remedies under this Agreement and the enforcement thereof are strictly limited to the recovery of damages, if any, in an action at law, and PHOTOGRAPHER hereby waives expressly and releases any and all rights which PHOTOGRAPHER may have to injunctive and other equitable relief.

5. COMPANY is not obligated by this Agreement to produce, distribute, or broadcast the photograph(s) in whole or in part or to utilize PHOTOGRAPHER's services in connection therewith, or to otherwise use in any manner the results or proceeds of PHOTOGRAPHER's services hereunder. COMPANY's obligations to PHOTOGRAPHER shall be satisfied by payment to PHOTOGRAPHER of the compensation set forth herein.

6. It is understood and agreed that PHOTOGRAPHER's relationship to COMPANY is that of an independent contractor. Accordingly, PHOTOGRAPHER shall be responsible for payment of all taxes and insurance applicable under existing laws, including but not limited to, your share of Social Security Taxes, Federal, State and City Income Taxes; and Disability and Workers' Compensation Insurance. PHOTOGRAPHER warrants and represents that PHOTOGRAPHER will make all necessary payments due to appropriate governmental agencies and PHOTOGRAPHER will indemnify and hold COMPANY harmless from and against any claims, costs or expenses that may arise out of breach or alleged breach of the foregoing.
7. COMPANY may use and authorize others to use Your name and likeness and biographical material for publicity and promotion of the Program and institutional promotion and publicity for COMPANY and its licensees in any manner and media known or hereafter developed, worldwide in perpetuity. PHOTOGRAPHER shall not make any oral or written statements to the public or in the press concerning the Program or PHOTOGRAPHER's role therein, without COMPANY's prior written consent.
8. PHOTOGRAPHER warrants and represents that PHOTOGRAPHER is free to enter into and fully perform this Agreement; that all material(s) conceived or developed hereunder will be either Your own creation or fully cleared by PHOTOGRAPHER for use by COMPANY for all purposes and in all markets; that the use of such material by COMPANY will not violate or infringe upon any rights of any person, firm or corporation; and that PHOTOGRAPHER will indemnify COMPANY against any and all claims, liabilities or action arising out of or relating to the breach or alleged breach of the foregoing representations and warranties.
9. PHOTOGRAPHER warrants that PHOTOGRAPHER has not accepted or agreed to accept and will not agree to accept directly or indirectly from any person, firm or corporation, other than COMPANY, any money, service or other valuable consideration for the inclusion of any matter in any photograph hereunder and that PHOTOGRAPHER will not mention or endorse on any photograph hereunder any product, service, trademark or brand name except as COMPANY requires.
10. This Agreement is entered into in the State of _____ and all matters or issues hereunder shall be governed by the laws of the State of _____ applicable to contracts entered into and to be performed entirely therein. Any matters or disputes of any nature arising out, or in any way connected with the Agreement or the relationship between PHOTOGRAPHER and COMPANY hereto, shall be subject to determination only by a Federal or State court in the State of _____, within the county of _____. PHOTOGRAPHER and COMPANY hereby consent and submit to the jurisdiction of such courts.
11. This Agreement contains the entire understanding between COMPANY and PHOTOGRAPHER relating to the subject matter covered herein, and this Agreement cannot be waived or altered in whole or in part except by a written instrument signed by both COMPANY and PHOTOGRAPHER.

If the above correctly sets forth our understanding, please confirm the same by signing and returning the signed copy of this letter.

Sincerely yours,

_____ President, COMPANY

ACCEPTED AND AGREED TO:

_____ PHOTOGRAPHER