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Photography usage rights agreement template

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Licensed Content Audit – Customer agrees to provide BHR images with samples, photos or illustrations of Licensed Content in use. BHCG Images may audit Customer's use of licensed content to ensure compliance with this agreement. If customer is found to be using Licensed Content in a manner outside of this Agreement, Customer agrees to reimburse BHR Images for the cost of the audit. Governance Law - This agreement will be governed by the laws of the state of Virginia in the United States. The client agrees to resolve any initial legal disputes in Prince William County, Virginia courts. Separability – If any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable in any respect, the validity, legality and applicability of the other provisions shall not be affected. Integral – No terms or conditions in this Agreement may not be amended by either party without the express consent of both parties in writing. Note - Any notifications for BBC Images relating to this agreement or licensed content should be emailed to license@caricofe.com. Bhcg Bhcg will send any such notifications to the Customer's email account used to schedule photo services or to purchase or record licensed Content. Questions or comments about this license agreement can be emailed license@caricofe.com. The use of copyright and images can be a complex and confusing arena even for experienced photographers. When you drag for a customer, you don't just need a contract to present the results, but you also need a usage agreement or licensing agreement. You also need a user agreement if a brand or organization appears in one of the images on the Internet and wants to use it in some way. So what exactly is a user agreement and why do you need one? A user agreement is a type of contract in which you, as a photographer, grant specific rights of use to a customer or collaborator. They may use the image only within the limits of this Agreement. According to most copyright laws, photography is as protected as any other work of art. In the photo, don't sell your image or opt out of copyright. Give someone a license to use images for a specific purpose and time frame. Actually, you're the lender, and they're the borrower. This is essentially what happens when someone buys stock photo. The two types of licenses There are two types of licenses: exclusive and non-exclusive. An exclusive license does not allow the photographer to license images or images of other third parties for the duration of the agreement. A non-exclusive licence allows the photographer to license the same image to other third parties in separate agreements within the same time frame. Customers often want an exclusive license to ensure that images created for their brand do not appear elsewhere. In some cases, so that they do not end up being used by their competitors. However, be aware that they should be required to pay a premium for this exclusivity. This is why usage rates can go very high, depending on the customer and their visibility in the market. When you offer exclusivity to a customer, they prohibit you from earning more revenue from your images by giving it to other third parties or by stock photo. For example, I license my images through Offset, a division of Shutterstock. They offer high quality stock photography for a much higher price point than microstock agencies. I make a decent income part of being a contributor to them without having thousands of images required by other agencies to make the stock photo worthwhile. Since most of the customers ordered want exclusive use, I do not submit images I license to stock as well. Instead, I present this non-similar reject from the shoot and even shoot specifically for my stock portfolio. What should go in the user agreement? When writing a user agreement and setting the price, it is essential to consider image usage and visibility of the brand using it. Licensing an image to a nationwide restaurant chain should have a different price and terms than mother-and-pop taco common on the street. An example of how the details of a user agreement can become critical is when you're dealing with a start-up or a small, growing business. If you offer licensing for several years or in perpetuity (forever in progress), what happens if the business suddenly takes off and extended exposure gains? Your image will become worth a lot more, but you won't see an extra penny if you've given perpetual use away. The rule for user agreements is the wider audience for the image, the more the image is worth the brand. When faced with a customer who has good prospects to grow, keep the licensing period shorter and track when it expires through a spreadsheet. The user agreement should also specify whether the licence is exclusive or non-exclusive and describe its intended use. I do not recommend granting unlimited use for an image; otherwise, a trade mark may use it on any conceivable platform – in advertising, billboards and for licensing products. Be very specific about how they can use the images. More and more customers are demanding universal and unlimited rights. In that case, you should be prepared to pay for it. Specify the amount of time the licensee is allowed to use the image. If they want to use the image beyond that time frame, they will have to buy another license from you. Another important tip is not to provide a user agreement until the images have been paid for in full. Notify the customer of this policy and specify on the invoice that the images cannot be used publicly until you have received the payment in full. Educate your clients As with other types of contracts, a user agreement protects you as the creator of an image. It also prevents misunderstandings between you and a client that can lead to bad feelings and legal hassles if someone feels their expectations have not been met. Unless a client has worked with photographers before, they may not understand the ins-and-out of copyright law or what they need to sign a user agreement. Educating the client is vital. If someone is questioning your contracts, they are not likely to understand the process. A small company or local startup brand may need your help. Conclusion When negotiating a user agreement, it is important to communicate with self-confidence and that your work has value to your customers. At the same time, remaining respectful and professional can lead to the building of a mutually beneficial relationship – with more opportunities and income on the line. If you have any other licensing information and user agreement that you would like to share, please do so in the comments section. Section. Section.

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