

MAGAZINE PHOTOGRAPHY

A WHITE PAPER

One Of A Series, Produced By
The American Society of Media Photographers

By Roger Ressmeyer

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The ASMP Committee on Editorial Photography

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Author's note: Although more than ten years have passed since this paper was first published, it still provides excellent background for the editorial photographer's on-going struggle for fair pay, fair terms, and a lifestyle that supports the creative process.

-- Roger Ressmeyer, June 15, 1999

(San Francisco, 1988) These are not ideal times for magazine photographers. During the 1980's, a series of trends has battered our profession and diluted our income. Photographers have been confronted by uninformed business practices at some of the newer publications. Furthermore, the inherently competitive nature of photography has tended to isolate us from one another, making it difficult to exchange information and explore solutions to our common problems.

It is no secret that many magazines are encountering the difficulties of competition and spiraling costs. Inevitably these problems have trickled down and taken their toll on photojournalists – often to a painful degree.

The golden age when the magazine photographer alone was the consummate reporter of visual truth has passed. Today, that glory must be shared with television crews and other competing media. Faced with this decline in prestige and faced with the more tangible and pressing problems of personal economics, many magazine photographers are burning out and leaving the profession in the prime of life.

The objective of this White Paper is to explore these issues, so that we can educate photographers and provide them with some of the skills needed to succeed in today's marketplace. It is only the well prepared and well informed photographer who will be able to individually change the working conditions of the industry.

Tom Kennedy, the director of photography of *National Geographic*, notes the importance of “keeping the power of photojournalism intact.” Says Kennedy, “editorial photography needs to be protected so that it can remain a powerful medium of expression, addressing international concerns, and improving peoples’ ability to understand the social and economic realities that affect their lives.”

The ideas and opinions expressed here grew out of discussions with picture editors of leading magazines, representatives of photo agencies and experienced magazine photographers. These ideas and opinions do not necessarily represent the policies of ASMP or of its directors.

Founded in 1944 to disseminate information regarding professional business practices, ASMP is an organization of more than 5,000 of the leading professional photographers in the United States and abroad. ASMP does not set rates or terms, which are negotiated individually between photographer and client. Other publications relating to the subjects discussed here include ASMP's Polaroid Brochure on Magazine Photography (**Business Basics for a Proud Tradition**), its *Professional Business Practices in Photography* book, *Stock Photography Handbook* and the series of 11 articles published during 1988 in the ASMP monthly *Bulletin* under the title “**Magazine Issues – ‘88.**”

This paper focuses on consumer magazine photography – pictures in magazines that the general public can subscribe to or buy on the news stand. We will not discuss other forms of editorial photography such as books, newspaper photography or corporate magazines. While corporate magazine work can be similar in content to consumer magazine photography, the fees are generally much higher. Airline in-flight magazines will be included in our discussion even though they represent an in-between market – not exactly consumer because they have a captive audience and promote the airline itself, and not exactly corporate because the stories are usually of general interest.

There are two general types of consumer magazine photography. **Photojournalism** attempts to tell in pictures a true story about people or events of interest to the magazine's audience. **Photo illustration** is the creation of concept pictures to visually describe the ideas in a word story. The latter type of magazine photography typically costs more for both the photographer and the client because it usually is done in the studio, often requires models, props and elaborate lighting, and sometimes necessitates special effects such as movement and composite images in order to convey a feeling. A combination of these two types may occur in situations such as a story on science in which studio lighting must be brought to the scientific laboratory or a cover portrait sitting that requires studio lighting.

TWO WAYS TO GET PAID

Traditionally, the most common method of determining payment for a magazine photographer is the day rate. The day rate – also sometimes known as the guarantee because it is paid regardless of whether or not the pictures ever run in the magazine – applies to each calendar day spent on assignment, whether the work amounts to 10 minutes or 10 hours.

The space rate, by contrast, is the amount the magazine pays per page for the use of photographs. When the published pictures were made on assignment, the photographer receives whichever fee turns out to be higher – space rate or day rate.

There is no implied liability on the part of the photographer if the pictures are not deemed suitable to publish. The day rate is still due and payable. After all, it is the magazine's responsibility to select the right photographer for the assignment. On the other hand, most professionals will offer to reshoot the pictures for expenses if they are responsible for technical problems that make their original photographs unpublishable. In this regard, photographers should avoid misrepresenting their technical abilities and should inform the picture editor if an assignment appears to exceed their level of expertise.

The day rate typically applies also to time spent on matters other than the actual shooting. Days of preparation, research and travel are billable at a minimum of at least half the shooting day rate, and often at the full day rate. Veteran professionals warn their colleagues to watch out for another kind of half day. Some magazines will attempt to assign so called half days – at half the day rate – for actual shooting. Few photographers are willing to accept half-day assignments.

Photographer Brian Lanker sums up the opinions of many regarding this practice. The half-day assignment, he says, “is absolutely ludicrous because you can't work the whole day for somebody else, and it is very difficult to schedule another half day without overlapping the first. Even if you've spent only three hours on the actual shoot, you've spent time beforehand putting your gear together, and trying to come up with an interesting idea. You give it a lot of energy after, as well. Depending on the assignment, I've got to take film to the lab to be clip tested, pick it up, evaluate those clip tests, and decide what I want to do with the rest of the film. Then I've

got to go back to the lab, pick up the remainder of the film, edit it, caption it, pack it up, ship it out, break down my gear, and so on. And then the paperwork begins.”

Another problematical practice relates to the payment of space rate to photographers after an assignment. Some magazines pay it only “on demand” – that is, only when the photographer happens to notice that the space rate for pictures used in the magazine exceeds the day rate and then bills the client accordingly. ASMP recommends that all magazines pay any additional fee due for space rate automatically upon publication, without prodding by the photographer, who is often traveling or otherwise preoccupied with current assignments. As for day rates and expenses, they are always due and payable upon receipt of the photographer’s invoice, regardless of the magazine’s plans for publication.

The amount of the day rate for magazine photography has tended to become somewhat standardized over the years. Many magazines pay the same day rate, and few exceed it no matter who the photographer. According to photographer David Kennerly, “90 percent of the photographers are getting the same day rate” for magazine work. A magazine occasionally will bend that policy, says photographer and book publisher Rick Smolan. “What some editors do for well-known, established photographers is to give them a one-day assignment, and tell them to bill for two. To the bookkeeping department, they’re still playing by the rules.”

Space rates, by contrast, tend to vary much more than day rates because they typically depend on the circulation of the magazine. Two magazines with different circulations might have the same day rate. By contrast, the magazine with the smaller circulation might pay a space rate of \$1,000 for a photograph used as the cover while the larger magazine might pay as much as \$3,000.

THE DWINDLING DAY RATE

In 1952, the typical day rate reported by magazine photographers was \$100. In the years since then, ASMP has evidenced the slow rise of the day rate through broad-based informational surveys of its membership. In the first *ASMP Guide To Business Practices In Photography*, published in 1973, the typical day rate shown was \$200. In the book’s 1982 edition, the surveys showed the day rate had increased to an average of \$350. However, in the spring of 1988, a typical day rate was still \$350. Had it kept up with inflation in the decade since 1978 (when the typical rate was \$250), the 1988 day rate would have been \$460 – 31 per cent higher than it actually was.

Meanwhile, the cost of equipment, film, insurance and other expenses has increased dramatically. Says Rich Clarkson, a photographer and former director of photography of *National Geographic*, “For many years both day rates and space rates have not kept up with the cost of living, or with the cost of doing business as a photographer.”

In addition to inflation, changes in the nature of the business have increased the photographer's costs. For example, magazines now expect the photographer to own elaborate lighting in order to properly use slow-speed color films. Gone are the days of Tri-X, High Speed Ektachrome, and a little on-camera flash fill. According to photographer Douglas Kirkland, "the investment, just in equipment, is \$50,000 to \$100,000 for most photographers."

And as always, the free-lance photographer must keep in mind the additional costs of being self-employed. Such costs include vacation, retirement, social security, photographic and office equipment, legal services, accounting and secretarial help, marketing and promotion, the overhead of proposal writing and photo editing, filing and duping, and insurance of all kinds – medical, life, disability, liability and equipment.

Photographers occasionally hurt their own cause by talking about their rare financial successes. Douglas Kirkland points out that photographers sometimes "say things like, 'this picture has made me \$25,000 in the last four years.' As a result, you don't find very sympathetic individuals to talk with when asking for increased rates."

John Loengard, a photographer and former picture editor of *Life*, is especially concerned about the effects of the lagging day rate on magazine photography as a career. "It is obviously at the state now where young photographers in their twenties who are interested in editorial work can survive on their ambition and their hope and a little bit of money until their early thirties, and then reality sets in. They don't want to live in half a room any longer, they might like to be married, they might like to have a child, etc. It's not a grand desire for wealth, but simply for a decent living, better than they'd make driving a taxi cab, for instance. It drives them to the only place they can get more income, which is annual reports or possibly, advertising photography.

"So the problem for both photographers and publishers is that people leave editorial photography. Thirty-five year old photographers go off into doing other things. As soon as the magazines get the photographers trained, the help leaves. And the help doesn't even want to leave, but it has to. Not to get rich, just to be able to have a child. The figures we're talking about are the differences between netting \$30,000, \$50,000 and \$75,000. If the rate of pay has actually gone down – when corrected for inflation and the increased cost of doing business – then it's possible to make the point with some of the larger publishers that they are doing something not in their own best interests."

Today's magazine photographers often speak about the need for an adjustment in the day rate. For example, David Kennerly, Mary Ellen Mark, Galen Rowell, Robert Holmes, Rick Smolan and others have stated that \$500 a day is the very minimum figure they need to compensate for increased expenses. Others assert that the need must be closer to \$1,000. The amount obtainable is, of course, a matter of negotiation in each case. Even at \$500, however, the magazine day rate would be low compared with fees in commercial photography. Only the fact that magazine photographers own all rights to their pictures, maximizing the possibility of additional income from those photographs through resale, makes it feasible for most of them to stay in business.

THE SHRINKING SPACE RATE

Space rates are important in two ways. They come into play when the space given to a set of pictures exceeds the amount of the day rate. They also determine payment for the purchase of stock pictures from the photographer's files. In recent years, the level of this key measure of payment has lagged even further behind increased costs than have day rates.

Historically, space rates resulted in significant payments to the photographer. In the 1950s, for example, page rates were typically double the amount of the day rate, and picture stories tended to run much longer than today's. "When the concept of space rates was created, they really meant something," says Douglas Kirkland. "It goes back to *Life*, *Look* and *Collier's* magazines in the 50s, when the day rate was \$100, and the page rate was twice as much, or around \$200. A photographer would often get six pages. Six pages at \$200 a page was \$1,200, and you might work on the shoot for three days. This was the 50s, and your net worked out to \$400 per day."

Several factors help determine space rates – the size of the picture on the page, the magazine's circulation and sometimes even its advertising rates. There is normally a minimum space rate of one-fourth of a page, no matter how small the published photograph, and a minimum page rate, no matter how small the magazine's circulation.

Space is not always measured literally. If a photo is framed on a page or the cover with a white border, it is still considered a full page. Clients who get out their rulers and report that a picture is being used as "25/64 of a page" nonetheless wind up paying the rate for a half page.

Most photographers and agencies establish minimum rates for publication of a stock photograph. A photo that runs only 1" by 1" is still considered one-fourth of a page. These minimums are just enough to cover the true cost of answering a stock request, which includes returning phone calls, finding, editing and captioning of selects, documentation and shipping, fee negotiation and re-filing.

Because a high percentage of stock requests don't result in an actual sale, many photographers and most agencies charge a research or handling fee of between \$25 and \$100. This covers the basic overhead and helps discourage frivolous requests. The client should always be informed of the fee at the time of the picture request. If such a fee is charged, it is payable whether or not the pictures are used; it is usually applied to any resulting space rates.

Many photographers believe that a substantial increase in space rates is called for. David Kennerly says that the minimum charge for running a stock photograph should be raised to "something like \$250, or even a day rate." Douglas Kirkland agrees, saying, "the minimum rate for anything published should be a day rate." Says photographer Robert Holmes, "Space rates could be 50 to 100 percent higher without the client suffering too much." John Loengard echoes

this line of thinking. “If the space rate were raised to \$1,000 per page, by my calculation it would not raise the cost to the publisher very much. Compared to other expenses (such as printing and mailing) it wouldn’t raise it at all.”

In looking at fee structures, photographers must also take into consideration the question of additional publication rights. For example, some magazines have foreign language editions. When on assignment, and in return for the day rate, photographers typically license one-time, first, English language editorial rights in one magazine, for one publisher, in North America. The purchase of rights for publication in foreign language and international editions traditionally has been covered by an additional fee that is at least 25 percent and sometimes 50 percent or more of the basic fee – day or space rate, whichever is higher. This fee applies to each different edition for each different language or country. The “or country” clause is important because English language rights, for example, could be construed to include Great Britain, Australia and New Zealand as well as the United States and Canada.

The use of photographs by a magazine to promote a story also almost always calls for additional payment. One exception may occur when the entire magazine cover itself is reproduced, though only when the up-front cover rates are three to ten times the normal day rate. Another exception involves reproduction in promotional advertising of complete pages of the story, a usage that traditionally pays little or nothing to the photographer. All other usages of photographs to promote or advertise the magazine are typically subject to additional payments, and these payments are often negotiated at the space rates normally paid for advertising, not at editorial rates.

THE IMPORTANCE OF NEGOTIATING

Fees, fair working arrangements and other issues can be resolved only through individual one-on-one negotiations between photographers and clients. Negotiations, of course, are a highly subjective matter that often depend not only upon issues but also upon the personalities and past relationship of the two parties. Following are a number of suggestions and insights, first from photographers and then from picture editors.

John Loengard: “If you’re going to talk to a magazine, it shouldn’t be done with a ‘them against us’ attitude. There’s much common ground. The amount of money you’re talking about is so small that it’s not really going to make or break a publication, compared to the ink, the paper.”

Gregory Heisler: “It sounds silly, but I really think it comes down to an individual sense of one’s own worth. Not in a cocky or arrogant way, which is how a lot of photographers damage themselves, but in the form of sincere belief that your work is valuable, and that since you worked really hard at it, it’s worth a certain amount. That’s where it starts and where it stops. If you have a sense of your own worth, and work hard at doing your best work, and communicate those facts to the buyers, they’ll deal with you on your terms.”

Michael Evans: “The solution is to learn how to say ‘NO,’ politely and in a non-abusive way. If they want you badly enough, and what you’re asking is not unreasonable, then they’ll find a way to work it out.”

Rich Clarkson: “Basically the only way to do anything about it is for photographers to be charming, intelligent, and articulate. It’s a matter of individual salesmanship. Photojournalism requires photographers to be good salesmen of their ideas and of getting more money all the time. I think many photographers give the favorable negotiating position away to the magazine editor. I think more photographers should propose package deals. One can say, ‘Look, I want a guarantee of \$10,000 to do this project, against space rates.’ Never negotiate further rights (beyond one-time use) unless a magazine has a very peculiar and specific need that addresses the rights issue. Too often, individuals take tacks that move towards confrontation instead of strategies that lead towards the ultimate and desired goal. A confrontation, a lawsuit, and attorneys can have the opposite effect. Oftentimes slow, careful, wonderful salesmanship is best. Sugar works better than vinegar.”

Galen Rowell: “I find that most publications expect a responsible photographer to really study a contract, and to cross things out that they don’t wish to comply with. They’re very open to it. I would verbally say to them that this looks like a good general contract for an average assignment, but that this one has some special situations. I would start negotiating with something that was special, and then open up things that I didn’t think complied with good business practices. To broach the subject of work-for-hire or promotional rights, I might use another publication as an example, and say that that wasn’t the way that I was used to doing it.”

Richard Weisgrau: “Suppose a new client hits you with a contract asking for more rights than the normal ‘first one-time U.S.’ arrangement. In most cases, you can go back, clearly state your objections and negotiate a better deal. I don’t suggest taking the contract and crossing things out. That tends to be a bit aggressive and might inflame the client. I think the best way to open negotiations is by writing a letter, followed by a very personal phone call, explaining your difficulties with the contract: why it is unfair, what it is taking away from you, what losses you will experience on account of it, how it differs from the common practices of the trade. You can probably explain that better in a letter than you can on the phone.

“Also, a letter gives the client something to refer back to. Generally, the person assigning you has limited authority, and they can hand carry your letter to the person who can authorize that change far easier, and more accurately, than they can recount your phone conversation. A lot gets lost in the translation. If I can show a client that at the end of two years, I will be bankrupt working on the system they are prescribing to me, I can make a point. Suppose a hypothetical client wants ownership of the entire take. I would say to them, ‘I understand your position. You want to have all of these extra rights because you think paying my fee entitles you to them. But understand that my fee is based upon what it costs me to be in business on an annual budget. My fee is as low as it is because I generate half of my gross fee income from the sale of stock. If

you take that ability away from me, I have to be getting twice as much in fees to stay in business.’

“Suppose the client counters by saying, ‘But see, I don’t want these pictures to appear in the pages of my competitors. That gets me in trouble with my publisher.’ An appropriate response might be, ‘Well, I can understand that. Would this be suitable? I will give you exclusive rights to these images for one month after they have been published. After that, I want the right to publish them anywhere, except I will only publish these pictures with your prior approval, in the two competitive magazines you mentioned. Is that acceptable to you?’

“I think the key to becoming a good negotiator is to develop and present options. You have to pave the way. Usually, the client is not going to think hard about finding a solution for your problem. That’s your responsibility.”

Lou Jacobs, Jr.: “You have to know that there’s some point along the line where you’re willing to make a compromise, because you’re asking the client to make a compromise. The compromise that you make shouldn’t be so great that you resent it, and depress your reputation. You may also feel that you’re not going to give them full value because ‘look at the way they’re paying me.’ Never get into a situation like that!”

Karen Mullarkey (picture editor of *Newsweek*): “News magazines are another ball game. There are guarantees. There are holding fees. There’s a little this. There’s a little that. It’s a maze, and only the wise know their way around it. Any way I can make a deal, I’ll make a deal. We’re like rug merchants.”

Peter Howe (picture editor of *Life*): “We’re all on the same side. We all want photojournalism to keep getting better, and what’s in our best interest is in the best interest of both sides.”

“WE SURVIVE THROUGH RESALE”

By long-established tradition, the client’s basic assignment fee licenses the purchase of one-time first editorial usage in the designated publication, in one language only. Space rate fees for stock pictures typically cover the same rights, except “first usage” is not applicable when the picture has already appeared elsewhere. In most cases, all other rights, including copyright, belong to the photographer.

These principles were established between professional freelance editorial photographers and their clients shortly after World War II as compensation for low day rates. They make possible the resale business that is essential to the photographer’s ability to make a living. “The only way we survive is through resale,” says Douglas Kirkland. “Editorial buyers who are paying us \$350, \$450 or even \$500 a day shouldn’t confuse things. Paying the day rate does not pay us enough to keep operating. But sometimes there’s a resentment on the part of magazines, a feeling

that we're ripping them off with resale. In what we present to publishers, the statement that resale is NECESSARY has to be made precisely and clearly, more than anything else."

Rich Clarkson says: "Most editors and publishers have never considered the concept of someone's stock files as essentially being their retirement plan. They've never looked at sales of foreign rights, or sales to anyone else, as being that extra thing that's going to take someone's career through the hot shooting years and into the later years where everyone doesn't want to work seven days a week, eighteen hours a day, and be constantly involved in the scramble."

The photographer should always spell out on the invoice the rights being granted to the magazine. In addition, misunderstandings can be avoided by confirming these points verbally and in a letter when accepting a first assignment from a magazine. The ASMP *Professional Business Practices in Photography* book contains sample invoice forms with terms and conditions on the back that can be modified to suit the photographer's own particular circumstances. Some photographers include on the front of the invoice a brief re-cap of such terms and conditions, such as the following:

Upon payment in full of this invoice, photographer _____ grants _____ Magazine one-time, first, North American English language editorial rights to publish photos of _____ taken on (date)_____ in the print edition of _____ Magazine, only. All other rights are reserved, including advertising and promotion. Photographer owns all copyright in the photographs. The day rate is a guarantee against the space rate, and _____ Magazine will pay whichever figure is higher, plus expenses. Photos must be credited with an adjacent credit line, or invoice fee shall be tripled.

Some magazines submit their own standard letters of agreement. Photographers should always consider negotiation to change the clauses that they do not agree with. "You can assume that (such a) contract is the client's best effort to get everything he wants," says Richard Weisgrau, "and to do it in as intimidating a fashion as possible."

Another issue closely tied to resale is the timely return of your photographs. Because your living probably ultimately depends upon resale of photographs, it is very important that they be returned to you in a timely fashion. After publication, the magazine has a responsibility to return all the images from the shoot (including the ones published) safe and undamaged. Many magazines will use a bonded courier or registered U.S. mail. "Some magazines don't feel any great pressure to return the transparencies," says Douglas Kirkland. "And if the photographer is not in New York, it can often take a number of long distance phone calls to get them back. In the worst possible scenario you encounter total indifference, but in most situations it's simply foot dragging."

When a magazine holds an unpublished story for a long period of time, it is tantamount to withholding a check for fees and expenses. Says photographer Mary Ellen Mark, “Unpublished stories shouldn’t be held for longer than six months for a monthly, or six weeks for a weekly. Then the magazine should renegotiate with you if more time is needed.”

“I put everything in writing,” says Robert Holmes. “I give them first rights for up to six months after the submission of the material, or 60 days after publication, whichever is sooner.” Galen Rowell typically negotiates “a time limit (six months or a year) after which the publication can only hold a small number of select images, and they have to return the rest. That puts an onus on the publication to either publish or kill the story, and return the work.”

By the same token, ethical considerations and common sense dictate that the photographer use discretion in exercising the the right to re-market assigned photographs to other publications. A hasty resale in a similar or competing market is likely to anger the original client. “Put it in the context of taking in someone as a partner,” says John Loengard, who views the issue from both sides as a photographer and former picture editor. “Your partner can use the material once, exclusively. Exclusivity involves a period of time which would be longer for a weekly than a daily newspaper, and even longer for a monthly, based on the frequency of the periodical’s appearance. Six times the periodical’s rate of appearance, say, so a daily paper should have exclusivity for a week, and a weekly for six weeks, and a monthly for six months.”

Newsweek’s Karen Mullarkey says: “A 90-day embargo to the competition is a good guideline for a weekly magazine. But I would still recommend asking (the picture editor) for permission. I would also like a one-month embargo for general (U.S.) use after publication. I do not withhold publication overseas.”

Rich Clarkson concurs: “If you have any doubts in your mind, just ask your picture editor. Most will say yes. If they say no, they say no for a pretty good reason.”

Special caution needs to be exercised when formalizing agreements with foreign magazines. Wrinkles in the copyright laws of other countries could lead to unexpected results. Caution dictates that letters of agreement spelling out everything in advance be used when dealing with foreign clients.

BILLABLE EXPENSES

Although subject to negotiation and varying arrangements, all expenses necessary to execute the assignment are customarily billable to the client. These may include film, processing, travel, airfare, tips, meals, rental cars, hotels, shipping of film, props, long-distance phone calls and hiring an assistant. The expenses of the photo illustrator often resemble those of the advertising photographer, encompassing stylists, hairdressers, models, props, location rentals, wardrobe and special lighting gear.

Even traditional photojournalists frequently need to hire assistants for assignments because of the complex lighting requirements necessitated by the increasing use of color in magazines. “We need assistants to be able to deliver state of the art work,” says Flip Schulke. “It is physically impossible to set up lights, and watch the strobes to make sure everything is working, when you are supposed to be free to think about shooting.” Mary Ellen Mark adds, “In the end, it’s cheaper to take assistants because the job takes half the amount of time.”

Hiring an assistant and other major or unusual expenses should be discussed in advance with the magazine. “I’ve occasionally had difficulty with surprises that are sprung on me after the fact,” says Tom Kennedy of the *National Geographic*. Photographer David Kennerly says, “If you need a big ticket item, like a helicopter, or personally flying film back on the Concorde, you should get that straight with the client ahead of time.”

To avoid surprises or misunderstandings, it is advisable to come to an agreement ahead of time on a rough estimate of expenses. This is especially prudent when dealing with new clients. Many magazines can supply the photographer with written instructions regarding the ways in which expenses are handled with that publication. Most publications require receipts documenting that all purchases and expenses have been passed along at actual cost. Failure to submit invoices and expense records in the specified format almost always results in lengthy delays in payment.

Such delays cost the photographer. Far too often, photographers fail to request or receive an advance against expenses, which means they have to use their own money for expenses until they are reimbursed. In effect, they are lending money – interest-free – to the magazine publisher. Busy photographers typically need to keep \$10,000 to \$30,000 on hand for just that purpose. “We act as bankers,” says Douglas Kirkland, “with zero percent interest.”

One solution is to obtain a sufficiently large cash advance before starting on the assignment. Another possibility is suggested by Kirkland, who believes that photographers should “once again talk of the possibility of adding 20 percent as a markup for operating expenses.”

Though magazine photographers have never been permitted to bill an extra amount to cover the cost of lending that expense money to the publisher, such markups are a common and accepted practice in commercial photography, as well as in television and film. Photographer/publisher Rick Smolan says, “When designers produce brochures for corporations, they mark everything up 22 percent because all the expenses have been on the books for six weeks or longer, and they must get paid before the money is reimbursed. It seems to be standard practice in the advertising, design and corporate worlds. It seems unfair that editorial photographers don’t get that mark up.”

For magazine photographers, the only commonly allowable markup is for film. Film is usually billed at list price or even more (plus local sales tax in most states) rather than at cost. This is allowed because many types of film have to be tested and kept in inventory. If a photographer

needs to purchase a special type of emulsion for a given assignment, typically he or she can bill only for the film that is actually used, even though the rest of that film might sit in the refrigerator until it goes out of date and becomes unusable.

GETTING PROPER CREDIT

Experienced photographers consider the provision for a proper credit line to be an essential element in magazine photography. Traditionally, the credit line has been deemed part of the value received by the photographer, because of its role in helping promote the resale of the image or others like it.

The credit usually appears either adjacent to the actual photo, or in the case of a picture story, in larger type on the story's opening spread. Magazine covers are usually credited on the contents page. "An adjacent credit line is very important to me," says Galen Rowell. "I rarely solicit work from publications that hide their credits in the back."

In order to protect yourself fully, state your credit in the proper copyright form: "Copyright [or ©] 1988 John Q. Photographer." This form of credit is necessary for complete copyright protection and, in the light of recent experiences by some photo agencies, may be essential. Their experiences with U.S. authorities raised doubts about whether or not the general copyright of a textbook or magazine truly protects the independent copyright of a photographer's images. To be safe, many experienced photographers state their ownership of copyright clearly in their invoice/contract and delivery memos, and require that it be used as the credit line.

The copyright notice should also appear on slide mounts and on the back of prints whenever the photographs leave the office. The addition of the words "All Rights Reserved" can give further international copyright convention protection.

Photographers often have to be concerned about another kind of credit as well. In exchange for appropriate credit in the magazine, many enterprises such as clothes manufacturers, stylists, resort locations and transportation companies may provide goods or services without charge or at a discounted price. Such arrangements can obviously result in markedly reduced expenses. Before entering into such an agreement, however, the photographer should be absolutely certain that such credit will be afforded by the publication. The photographer should also make certain that the arrangement does not involve an editorial conflict of interest or the appearance of one.

Many photographers commonly state on their invoices and on the back of their prints that "failure to provide adjacent credit shall result in triple billing." The purpose is not to generate additional income but to focus attention on the importance of the credit line and to protect against the real loss of income that can result from its omission.

DELIVERY MEMOS, HOLDING FEES

Whenever you submit photographs to a publication, good business practice suggests that you include your own delivery memo defining the terms and conditions of your delivery. Sample delivery memos for assignment and stock can be found in ASMP's *Professional Business Practices in Photography* book, or the *Stock Photography Handbook*. These forms should be altered to suit your own personal circumstances, and should include a count, description, and valuation of the images included. Keep a copy in your files in case images are lost or damaged.

If you are sending slides in pages, many experienced photographers recommend an additional precaution. Most photocopiers can be used to make a recognizable black-and-white photocopy of the images in all 20 slides on the page, plus any caption, copyright and serial number information that is printed on the slide labels. This is done by leaving the copier's cover open, and suspending lights a few inches over the slides, so that light will shine through them. Make two copies of each slide page. Include one copy with the submission so that the client can verify that all the images are accounted for at the time of the return. Keep a second copy on file in your office with your copy of the delivery memo. The advantage of this procedure is that it documents and protects you against the accidental switching of slide mounts, an unfortunate error that can happen at the color separator. One risk that must be weighed when using this procedure is that repeated bursts of brilliant light might fade your transparencies over time.

Always include a delivery memo with any assignment or stock photos that have been solicited by a client. And be aware that unsolicited photos are not assured protection even when accompanied by a delivery memo.

The delivery memo typically specifies that the potential buyer is given 14 days in which to make a selection of stock photographs. If the photographs are not bought for reproduction or returned to the photographer within that period, a holding fee is specified. The holding fee helps limit the time these photographs are unavailable for sale elsewhere. The amount varies among photographers and agencies that supply stock photos, but \$1 per image per business day until return is a typical holding fee.

Clients who have assigned photographs are allowed to keep the images for a longer duration – typically stated as “six months or 30 days after publication, whichever is sooner.” The period should be adjusted based on the frequency of publication – a monthly can keep the slides longer than a weekly, for example.

LOST AND DAMAGED SLIDES

When a submission of slides finds its way back to the photographer, it is important to inspect the material to determine that all the images have been returned – and in usable condition. Scratches, finger prints and even dust can render a slide worthless. Some of today's modern

separation techniques involve coating the original with a fluid that is difficult to remove without damage to the emulsion.

Photographers' invoices or contract forms almost always carry a clause about loss or damage. "The reason that this contractual provision needs to be there is to get people to take care of this original property," says Brian Lanker. "I certainly don't want the money as much as I want the transparency to be taken care of. I get a lot of material back looking like it has been through a meat grinder."

There are court cases that have supported a figure of \$1,500 – as well as smaller and greater figures – as the value of a lost or damaged original slide, provided there are no original in-camera duplicates of the image in existence. Photographers have been paid even more when an image was impossible to recreate, came from a portfolio or involved personal risk or unusual expense to produce. Says Michal Heron, co-chair of ASMP's stock picture committee, "A lost or damaged slide is a de facto buy-out, and should be billed accordingly."

It is important to understand that the exact worth of a lost or damaged image varies. It should be adjusted in each case on the photographer's invoice or delivery memo to reflect realistic values. The relevant text in the sample form in the *ASMP Professional Business Practices in Photography* book says "\$1,500, or such other amount" the parties specify for a particular transparency. If there is a dispute that goes to arbitration or litigation, the photographer must show that the figure in question is a realistic one. See the chapter titled "Problems and Disputes" in ASMP's *Stock Photography Handbook* for information on various ways to evaluate lost pictures.

Galen Rowell feels that "a \$1,500 figure is very fair because the slides that are lost or damaged are often the select slides. Those slides are the ones that are handled more, held longer, sent out to the printer and actually published. Selects are at least ten times more prone to damage than other slides."

The risks are often greater with clients overseas, where the laws may be more lenient towards the client. The only sure protection is to supply the client with high quality duplicates, and keep the originals in your file where they will only be handled by people who care about them as much as you do.

From his vantage point as a former picture editor, John Loengard gives some perspective to the troublesome issue of lost and damaged slides. He suggests an attitude of restraint unless the loss involves major portfolio images or a recurring problem with a client who fails to take proper precautions: "There's a lot of risk in selling your pictures – shipping, engraving, etc. – and (the photographer) has to take some responsibility for that risk. Photographers cannot be litigious in this business. There are a lot of reasons to get mad, but it's very hard to get even. Life's too short."

RELEASES AND RESTRICTIONS

Professional photographers have long been aware of the desirability of obtaining model and property releases for every picture. This may prove difficult or even impossible in circumstances such as taking pictures of celebrities, who often expect payment when their images are used in places other than on the editorial pages of a magazine. If it is not possible to obtain a release, the photographer should indicate that fact on each transparency before submitting it to photo agencies or to non-editorial clients.

Some magazine photographers use a simplified release form. These releases are intended to protect the photographer's unrestricted right to later re-use of the photographs made for the assigning publication. An example of such a release can be found in Appendix A. It is always better to use the full-length release forms found in Appendices B and C, however, because of the greater protection they provide. These releases, like other forms, should be modified as needed to fit the particular circumstances of the individual photographer. If such releases are not obtained, the resale value of the photographs of people and privately-owned property may be limited to magazine and textbook markets.

It has become increasingly common for rock-and-roll bands, sports teams and other celebrities to require freelance photographers to sign contracts limiting reuse of photographs made while on assignment. In most cases, the photographer has little or no leverage to alter those agreements. The view of many photographers experienced in these matters is that this is really an issue between the subject and the magazine publisher. Because such restrictions strip significant resale value from the pictures, these photographers often attempt to negotiate significantly higher fees from the magazine, such as double day rate, before doing the assignment.

PHOTO CAPTIONS

Magazine work is journalistic. Thus, for professional and legal reasons, photographers supply complete and accurate captions with the film. The captions should cover the classic 5 W's of journalism, identifying the WHO (with accurately spelled names and titles), WHAT, WHERE, WHEN and WHY for each situation.

"Captions must be accurate," says *Life's* Peter Howe. "Accuracy is the basic ethic of journalism. I would rather work with a mediocre photographer who provides perfect captions than with a terrific photographer who gives you inaccurate captions. After all, this is called photojournalism, and each element of that word is as important as the other." Howe adds another imperative regarding the submission of information about stock photos: "Don't lie to your client about whether or not a photograph has already been published, and when it was shot."

Some magazines provide forms or special notebooks for keeping captions. In any case, for assignments entailing many rolls of film and different shooting situations, most magazines want the photographer to number the rolls of film sequentially and key them to the captions. Photographers can also help researchers identify the subjects and situations by stapling Polaroid pictures to their caption sheets.

The problems of identification and captioning become simpler when the photographer has the luxury of processing the film and submitting it in slide pages. With the advent of computer programs that print caption labels for slides, it is possible to compress as many as 250 characters of information, including the photographer's copyright notice, onto one side of a 2"x 2" slide mount.

For legal reasons, the photographer should keep a copy of all the caption information supplied to the magazine. "One of the ways you can get killed is when the magazine runs your picture, but with incorrect caption material," says Michael Evans. "We live in a very litigious age, so I always make sure that I keep a record of what caption material I gave a publication. If you can show your original captions to a court, and prove that it wasn't your fault, at least you won't lose your business."

Galen Rowell suggests that photographers protect themselves contractually as well: "If a photograph is used in some way that casts negatively on the subject, and it was not in the photographer's notes that way, then the photographer shouldn't be held liable for it. I believe that the photographer should be indemnified in an assignment letter and in a stock submission letter from any suit which occurs because of wording or information that wasn't supplied by the photographer." This is one more reason to use a delivery memo specifying such protection when submitting stock pictures or assignment work.

To protect the credibility of photojournalism, both photographer and client need to exercise extreme care and frankness in the use of retouching or special effects. "Manipulations in an editorial photograph must always be disclosed, both in the photographer's caption sheets, and in the publication's caption or legend," says Galen Rowell. "It's only fair to the public. When magazines have altered photographs, and it's been discovered, it has led to a loss of credibility for that publication."

PHOTO AGENCIES

Since resale of photographs is so vitally important, every photographer eventually has to address the problem of how to handle the marketing of stock pictures. There are three common ways by which resale is handled.

- By yourself. (The photographer keeps 100 percent of the fees generated.)

- By yourself and through a network of sub-agents in various geographical markets, domestically and internationally. (The photographer commonly keeps 50-75 percent of the sub-market, or foreign territory fees, and 100 percent of the self-generated fees.)
- Through an exclusive agency that handles all resales through one or more U.S. offices and a series of foreign offices. (The photographer commonly keeps 50-60 percent of domestic fees, and 30-50 percent of foreign fees, depending on the split with the foreign offices and the foreign taxes to be paid.)

Some photographers prefer one of the first two options. They find that the process of selling their work directly is not only more lucrative financially but keeps them more in touch with the pulse of the industry as well. Such an arrangement usually requires hiring either a part-time or full-time employee to handle urgent requests or setting up a mom-and-pop family business.

Most photographers choose the third option – working through a photo agency – because it is the simplest and allows the photographer to concentrate on photography rather than business. Experienced photographers recommend against rushing into a relationship with any picture agency. Especially for beginning photographers, a hastily-made decision can cause more harm than good. Seasoned photographers believe that beginners may be better off handling their own representation for a while until they build up a marketable backlog of images.

When selecting an agency, veterans of the process suggest the following procedures and precautions. Take the time to research the issues carefully. Ask picture editors who deal with agencies for their opinions; after all, the agency will become your representative to those editors, and it would be foolish to sign on with an agency with a bad reputation among magazine editors. Talk with photographers who have been with the agency that you are considering. Interview several agencies before deciding. Consult the *ASMP Stock Photography Handbook's* suggestions of important questions to ask agencies and checklist of things to look for in gauging their professionalism.

Most important of all, say these veterans, make certain you feel you can establish a strong personal relationship with the people who run the agency. “You have to build up a relationship with the head of the agency,” says Michael Evans, “and you’ve got to make a determination whether you trust him or not because in the end, he’s the only one who’s going to be able to pay you. You are totally at their mercy, and there’s absolutely no way of checking overseas. If you suspect that there is some funny business going on domestically, you’ve got to have in your contract the right to be able to send in your own auditors to audit the books.”

Sound business practice dictates that photographers have in hand a signed contract before submitting any pictures to an agency. Without such a contract – and without the photographs and the money they have generated – the photographer is in a position of weakness should a conflict arise. The *ASMP Stock Photography Handbook* contains a form of contract that deals

with areas of potential conflict. Again, this or any other form should be modified to suit the particular needs of the photographer.

A contract can help resolve those areas of potential conflict between photographer and agency. From the photographer's standpoint, typical problems include a delayed schedule of payment, payment only on demand, the submission of originals overseas where they are more likely to be lost or damaged, a feeling that "my material isn't being moved," accounting tricks (including deduction of hidden expenses and research fees off the top before the fees are split), inaccessibility of information regarding sales, and special relationships with certain photographers and foreign agencies that hurt the newcomer.

"There are a lot of ways that photographers can be cheated when dealing with agencies," says Douglas Kirkland. "For example, some of the large picture agencies will say that they'll cover certain expenses like duping and promotion, but frankly they siphon that money off from the photographer when they pay them their monthly royalties by not indicating that they've sold certain things. They feel entitled to it. And then there is the one that we all worry about, that is hard to put our finger on, especially where sub-agents are involved, 'Was there a sale, and if there was a sale, was that really the price paid for it?' And the more hands that it goes through, the more difficult it is to ever find out. Photographers should be made aware of some of the tricks that can be played against them, because first and foremost, you have to be able to trust your agent. If you find that you can't, you obviously have to drop them very quickly. There's no wrist slapping. You have to walk."

At the same time, photographers must recognize that the relationship with an agency requires trust, good faith and responsible behavior on both sides. "Respect the relationship," says Jane Kinne of the Comstock agency. "It is the most important one of your professional career. Bad mouthing agents in general or yours in particular only proves that you did not do enough prior investigation, or that you are failing to fix or maintain the very foundation of your photographic business."

The photographer has many responsibilities to the agency. They include making a steady contribution of new material, being accurate and cautious about the existence of model and/or property releases, being accurate about captions and listening to – if not always heeding – the advice of the agent. Says Jane Kinne: "Every agent has a list of photographers with whom they have shared hard-won market knowledge, only to have those photographers fail to make use of one iota of this blueprint to success. These are the same photographers who complain about lack of sales and income!"

ASMP maintains contact with the Picture Agency Council of America (PACA) to encourage good business practices between agencies and photographers. Many photographers urge their agencies to take better advantage of advances in computers and telecommunications in order to provide more and more timely information to their photographers. Such information would include statements every month instead of quarterly. These statements would indicate the actual

cash income for the month as well as the month's billings on behalf of the photographer's account. They would also include information about any degree of exclusivity that has been sold.

OTHER ISSUES

Confidentiality. A story is considered a trade secret until it has been published. “News stories and photographs are instantly perishable,” says Peter Howe of *Life*. “When a news story is commissioned to be photographed, by implication there is a degree of confidentiality which has to be respected.”

Confidentiality is often a problem with all kinds of stories because journalists of all kinds, including photographers and their assistants, enjoy highlighting what they are doing. Story ideas are usually simple and easily stolen. A photo essay scheduled for publication two months hence in a monthly magazine could easily be “scooped” next week by a photographer for a weekly publication. For this reason, some photographers require their assistants to sign non-disclosure agreements that bind them to silence until the story is published.

“SPEC Work.” Magazines sometimes encourage photographers to shoot pictures “on speculation” – that is, without pay and with no guarantee that the story will run. Even if the story is published, it may run in shorter space than if the magazine had made a real investment in it. And the photographer may actually lose money because space rates alone may not cover even the expenses of generating a picture story.

“Kill Fees.” A few magazines, instead of offering a day rate for assignments, pay so-called kill fees that go into effect if a story fails to run. Many photographers do not accept such terms, unless the amount of the kill fee represents substantial and adequate payment.

Pricing. According to some in the industry, photographers – often young and inexperienced ones – contribute to low fee structures by undervaluing their own work. “The biggest mistake that I’m aware of,” says Galen Rowell, “is when amateur photographers and part-time professionals sell their work for very inadequate rates in order to get themselves into print. The clients certainly think less of a photographer who doesn’t regard his own work highly enough to price it in the middle of the market.”

Rich Clarkson adds, “The problem is that we have young, very bright, very good photographers who will make destructive compromises in order to get their careers going. They don’t realize that if they’re good, they don’t need to compromise. I think it’s incumbent upon each individual photographer, personally and individually, to keep moving these things forward in ways that are responsible. If the beginner must compromise, he should be careful to do it only once with any particular client, and then change quickly to professional terms before the compromise becomes a permanent way of life.”

Airline Magazines. In-flight magazines fall into a gray area between general-interest consumer magazines, which sell by subscription or at the news stand, and corporate magazines, which are distributed free of charge in-house or to the general public as a public-relations medium. Space and day rates for the top in-flight magazines also fall in between; they are considerably higher than those for most consumer magazines, but still a little lower than corporate rates. With the recent consolidation of many of the smaller airlines, some airline magazines are being upgraded into first-rate publications.

The New Client. Photographers agree that caution needs to be exercised with a new client. More than one photographer has shot a story and laid out money for expenses only to be confronted with a contract bearing the message, “no payment will be processed until a signed copy of this contract is returned to the publisher.” Michael Evans comments, “If I’ve never heard of the client, I’ll say that I’d love to do the job if we can agree on a price, and if they’ll send me a confirming letter or a purchase order.”

Richard Weisgrau advises photographers dealing with a new client to “clearly discuss everything right then” – as soon as the assignment is made. “I would say ‘Yes, and you understand that my standard agreement includes these rights...’ Additionally, I will use my computer to send a mailgram or an MCI letter to the client, stating the rights, the fees, etc., and confirming everything that happened during the phone conversation. It’s inexpensive, and 98 percent of the time the post office delivers it the next day. One of the beauties of MCI Mail is that it comes in a big red envelope that knocks their socks off. They just have to open that envelope when they get it, it’s so big and red. I also have the option of sending mailgrams.

An even safer, though slower, way to send a confirming letter is via certified return-receipt U.S. mail. An example of such a confirming letter is included in Appendix D. It should be altered to suit your particular circumstances.

Photographic Pools. Freelancers sometimes find themselves involved in controversies over their rights and responsibilities as members of photographic pools. Such pools typically are arranged in situations such as White House functions or manned space launches where logistics prevent the presence of the entire press corps. From the photographer’s standpoint, a pool photographer is defined as a representative of every photographer there trying to cover that assignment.

According to Michael Evans, who works as a contract photographer for *Time* magazine, “If you are the pool photographer, you are a representative of a class of people, and that means you can sell your pool pictures, but so can everyone else in the pool. If there are 13 photographers there, and one person is allowed to go in, it is as if all 13 people went in and shot identical pictures. They are all entitled to all of the film, and they are all entitled to do with that film exactly what they would have done with it, had they been in that particular situation by themselves, forever, without paying anything other than the cost of duping and shipping.”

The issue is complicated because freelance photographers make a living by owning the pictures they shoot, whereas newspaper and other press photographers are usually salaried representatives of their organizations. *Newsweek's* Karen Mullarkey describes it from the magazine's perspective: "Nine times out of ten, I'm participating (in pools) with either staff or contract people. I rarely participate with freelancers because it's too complicated."

Mullarkey adds, "Theoretically if a *Time* freelance photographer is the pool person, and if I run the picture, I have to pay him space rates. Which I do. (But) I think the universe owns it. John Doe was lucky he happened to be standing there and the coin came up 'heads.' It wasn't by enterprise on John Doe's part that he got that picture. It's an act of God that he was the one selected to shoot for everybody. So how can he claim ownership? If he's gone in there and he's shooting not only for us but also for *U.S. News* and *Time*, I think he's lost his independent rights. He becomes, by the very word, a 'pool.' The point is, that it's available to everybody in the pool, which consists only of the news magazines who are there when the pool is organized, and who spend the money to cover the events that are pooled. It is difficult to say where the ownership lies, because it's technically a multiple ownership between the photographer and the participating news magazines."

Experienced freelancers are cautious about entering into pool arrangements, and should make sure that their fees are adequate to make the assignment worth accepting.

New Publishing Technologies. New areas of computer technology are already beginning to affect the way photographers do business. Tom Kennedy of the *National Geographic* suggests that these changes are happening more quickly than one might realize, and that decisions must soon be made regarding issues of usage and compensation for electronically stored images. Says he, "computer technology is facilitating the creation of new mediums that will be potentially voracious consumers of still photographs. For example, the videodisc is now being seen as a viable publishing medium. Once images are stored in digital form, new concerns must be addressed, such as protection from piracy."

Kennedy continues, "The *National Geographic* is assessing the potential of the videodisc to communicate information about geography. It may eventually supplant filmstrips in the educational marketplace. Given the immediate potential of a single videodisc to easily store 25,000 images, an economic hurdle must be overcome by publishers who are facing astronomical image acquisition costs. The appropriate compensation for pictures used in this medium, and the question of copyright protection against piracy, are issues that photographers and their representatives should actively address, and without delay. Organizations like the ASMP will be remiss if they don't play a role in this dialogue with publishers and manufacturers."

IN CONCLUSION

The fates of magazines and their photographers are intertwined. There should be no winners or losers in a situation of mutual dependency.

The situation often seems stacked against freelance photographers because we are spread out all over the country, competing against one another on a job-by-job basis, with very little long-term security. We often work out of our homes, which can cause us to forget the true value of our time and the true cost of the services we provide.

The ability to prevail in spite of the lack of security, the competitive environment, and powerful buyers is dependent upon each photographer knowing his own worth and value in the scheme of things, and being able to negotiate for his needs.

We can gain confidence by remembering what we do best when we are on the job. Besides our technical abilities, “the biggest part of being a photojournalist is talking one’s way past the palace guard and into the castle in order to take a picture of the king,” says Rick Smolan. “It was your ability to be a benevolent con man that allowed you to get in there, and that is what’s being paid for.”

In a world where magazine publishing is big business and photographers are correspondingly small, the burden to open this dialogue, difficult as it might seem, rests with the individual photographer. As individuals, working independently but keeping the good of the profession foremost in our minds, we can reverse the negative trends.

The message is clear. The difference between those that get their needs met and those that don’t is simply that some learn how to evaluate their needs, express them, negotiate for them and finally persist until they attain them. “When you amend a contract or fees for magazine work, those same revisions probably won’t be available for everyone,” says Richard Weisgrau. “The most important thing is to get it for yourself. If you can get it for yourself, and if everyone else can get it for themselves, it will automatically apply to everyone.”

Magazine photography is at a critical point. It is important that magazines and photographers begin to build better business relationships, based upon a spirit of cooperative understanding. If the magazines want to assure a continuing supply of qualified professional photography, then they must provide viable compensation for photographers, in return for a reasonable usage rights, in order for a spirit of mutual concern and effort to endure.

Experienced photographers have found that when they explain these truths quietly and confidently to the buyers of photography, their listeners are sympathetic. Everyone wants the same thing – the survival of a brilliant and illustrious tradition.

Appendices A to C deleted.

For current business forms, visit <http://www.editorialphoto.com/forms/index.html>.

Appendix D – Sample Assignment Confirmation Letter

Dear _____,

Confirming our telephone conversation of today, I accept the assignment which you offered me to photograph (describe assignment).

The agreed minimum fee for this assignment is \$_____, which includes payment for _____ days of photography (at \$_____ per day) and _____ days of travel (at \$_____ per day). This minimum fee is a “guarantee” against the cover and space rates, which are \$_____ per page, \$_____ per half page, \$_____ per quarter page, and \$_____ per cover. In the event that your selection and use of images at the prevailing space and cover rates exceeds the minimum fee of \$_____, then payment shall be made in accord with the cover and space rates.

Additional days are to be negotiated, and will be compensated at the same rates as those mentioned above. Of course you understand that a “day” is any part of a calendar day, whether the nature of the subject requires me to work for 10 minutes or for 10 hours during that calendar day.

In addition, all reasonable expenses are to be reimbursed by you. These include assistant’s fees (\$_____ per calendar day); film, processing and polaroids; airfare, transportation and rental cars; baggage gratuities and permits; lodging and meals; necessary phone calls, messengers, and shipping; props and rental of special equipment; specialized services; and any other expenses that are clearly identifiable as required to complete this assignment. Copies of receipts will be provided for all expenses except gratuities and film, which I buy in bulk for technical reasons.

Payment is due within 30 days of the date of the invoice. Interest of ___% per month, calculated against any unpaid balance after 30 days, will be charged. If there are problems with my invoice, you will call me immediately so that they can be settled without a delay in payment. Our arrangements will also be subject to the terms and conditions of my invoice.

As the sole copyright holder of the images produced on this assignment, and upon payment in full of my invoice, I am licensing (name of magazine) the following usage rights:

(Example) One-time, first, North American English language editorial rights in the print edition of your publication, only. Should the occasion arise, you may also use any photograph appearing on the cover in advertising and promotion of the magazine, but only when it appears in the ad or promotion as part of the complete cover. All other rights are reserved and no advertising and promotional rights are granted for any image other than the one appearing on the cover.

First rights are granted for up to _____ months after submission or _____ days after publication of the images, whichever is sooner. All original photos, including the published photos, must be returned to me within 30 days of publication or within 10 days of the expiration of the first rights, whichever is sooner. The safe return of the photographs, undamaged and in a timely fashion, is your responsibility and we strongly recommend that you consider using registered and insured means.

Photographs are to be credited with an adjacent credit line or a byline at the beginning of the article. Cover photographs are to be credited on the table of contents page. The credit is to read: ©19__ (name of photographer). Failure to provide proper credit is cause for the original fee to be tripled, which represents the value of such credits to me.

I will provide you with captions. I accept no liability for the captions as prepared for print by the magazine. No model releases exist except as indicated in writing and accompanying the submitted photographs. If the magazine requires a special release please be sure to send them to me before I begin the assignment.

It is a pleasure to be working with you. Your selection of me for this assignment is appreciated. I assure you that it will receive my best efforts and attention and that your needs will be met beyond your expectations.

Sincerely Yours,
Photographer