

Year 3 External Liaison

Marketing & Promotion



Philip-Lorca diCorcia



Philip-Lorca diCorcia



Stephen Shore - The Gummer Sisters for Co-Lab Collection, Claire Vivier



Tom Stoddart



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Photographer Looking For People to Do Their Job Without Pay (Atlanta)

Date: 2011-10-03, 11:37PM EDT

Reply to: gigs-jyd8r-2613342389@craigslist.org [\[Errors when replying to ads?\]](#)

please flag with care: [\[?\]](#)

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I am a photographer and since people are always looking for free shoots I assume that they must also do their job, or provide their services, for free.

I am looking to hire all types of people to do all sorts of jobs for me, as long as I do not have to pay anything. Just think, you will gain more experience, and I will put the word out for you and let everyone know what wonderful work you do. This opportunity will bring you a ton of unpaid work, but everyone will love you. So if you have a job or service you provide, and will do it for free, please let me know, because I am sure I have work for you and will hire you in a second.

Feel free to email me with the service you can provide, when you can start, and please include references.

Production File

- Research: into client and project
- Communication: letters and emails, transcripts of meetings and phone conversations
- Documentation: proposals, contracts, costing and estimates, licence agreements, releases, invoices etc.
- Images: contacts and work-prints
- Evidence of completed work, or process toward this
- Evidence of entry to competitions
- Short self-evaluation of each project
- Client evaluation

COMMISSION ESTIMATE

The Agency :

Photographer's Name :

Agent/Rep :

Photographer's Ref. No. :

Date :

Art order No :

The Advertiser :

Product :

Job Description :

Media use/period of use/territory :

☐ **Right to a Credit**

Exclusivity period : Term of the licence plus _____ years (Subject to clause 5 overleaf)

Fees :

Commission fee _____

Pre/post production fee _____

Other (specify) _____

Base Usage Rate _____

Total fees _____

Expenses :

Film, Processing & Polaroid _____

Prints _____

Location services _____

Travel _____

Subsistence _____

Production co-ordination/Assistants _____

Stylist _____

Make-up/Hair _____

Set build _____

Props/Wardrobe _____

Studio hire _____

Equipment hire _____

Models/Casting (billed direct?) _____

Rush charges/Overtime _____

Special insurance _____

Messenger/Delivery _____

Miscellaneous _____

Total Expenses _____

ESTIMATE TOTAL (exc. VAT) _____

Contingency _____ % of ESTIMATE TOTAL (exc. VAT) _____

Advance required before shoot commencement (exc. VAT) _____

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ABOVE AND OVERLEAF.
UNDER CLAUSE 4 OVERLEAF, NO USE MY BE MADE OF THE PHOTOGRAPHS UNTIL THE INVOICE IS PAID IN FULL

TERMS AND CONDITIONS [England & Wales]

1. DEFINITIONS

For the purpose of this agreement "the Agency" and "the Advertiser" shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both "the Agency" and "the Advertiser" shall be interpreted as references to the Photographer's client. "Photographs" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2. COPYRIGHT

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs must be returned to the Photographer in good condition within 30 days.

4. USE

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Agency is put into receivership or liquidation. The Licence only applies to the advertiser and product as stated on the front of the form and its benefit shall not be assigned to any third party without the Photographer's permission. Accordingly, even where any form of 'all media' Licence is granted, the photographer's permission must be obtained before any use of the Photographs for other purposes eg use in relation to another product or sublicensing through a photolibrary. Permission to use the Photographs for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions.

5. EXCLUSIVITY

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, the Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his/her work. After the exclusivity period indicated in the Licence to Use the Photographer shall be entitled to use the Photographs for any purposes.

6. CLIENT CONFIDENTIALITY

The photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

7. INDEMNITY

The Photographer agrees to indemnify the Agency and the Advertiser against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he/she was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Agency shall be responsible for obtaining such clearances and will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. PAYMENT

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

9. EXPENSES

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the expenses shown overleaf as having been agreed or estimated.

10. REJECTION

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.

11. CANCELLATION & POSTPONEMENT

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his/her discretion, charge a fee for cancellation or postponement.

12. RIGHT TO A CREDIT

If the box on the estimate and the licence marked "Right to a Credit" has been ticked the Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By ticking the box overleaf the Photographer also asserts his/her statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

13. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

14. APPLICABLE LAW

This agreement shall be governed by the laws of England & Wales

15. VARIATION

These Terms and Conditions shall not be varied except by agreement in writing.

NOTE : For more information on the commissioning of photography refer to Beyond the Lens produced by the AOP.

COMMISSION INVOICE	
The Agency :	Photographer's Name : Agent/Rep : Photographer's Ref. No. : Date : Art order No : Product :
The Advertiser :	
Job Description :	
Media use/period of use/territory :	
(for full details see attached 'Licence to Use' No. _____)	
Fees :	
Commission fee	_____
Pre/post production fee	_____
Other (specify)	_____
Base Usage Rate _____	
Total fees	_____
Expenses :	
Film, Processing & Polaroid	_____
Prints	_____
Location services	_____
Travel	_____
Subsistence	_____
Production co-ordination/Assistants	_____
Stylist	_____
Make-up/Hair	_____
Set build	_____
Props/Wardrobe	_____
Studio hire	_____
Equipment hire	_____
Models/Casting (billed direct?)	_____
Rush charges/Overtime	_____
Special insurance	_____
Messenger/Delivery	_____
Miscellaneous	_____
Total Expenses	_____
	Sub-total _____
	VAT _____
	TOTAL COST _____
	Less Advance Paid _____
	TOTAL AMOUNT DUE _____

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ABOVE AND OVERLEAF.
UNDER CLAUSE 4 OVERLEAF, NO USE MY BE MADE OF THE PHOTOGRAPHS UNTIL THE INVOICE IS PAID IN FULL.

STANDARD RELEASE FORM

Photographer: _____ Agency/Client: _____

Model/s: _____ Art Order No.: _____

Product: _____ Brand Name: _____

Date/s: _____ Hours Worked: _____

For valuable consideration received *I/we hereby grant the *photographer/agency/client, and any licensees or assignees, the absolute right to use the photograph(s) and any other reproductions or adaptations, from the above mentioned photographic shoot, but only for the product or brand name specified above, solely and exclusively for:

Media

- | | |
|---|--|
| ☐ Advertising - national press | ☐ Brochure |
| ☐ Advertising - trade press | ☐ Point of Sale |
| ☐ Editorial - consumer press | ☐ Inserts |
| ☐ Editorial - trade press | ☐ Poster _____ (specify) |
| ☐ Editorial - national press | ☐ Packaging |
| ☐ Catalogue | ☐ Television/Cinema/Video |
| ☐ Test/personal/portfolio (not for commercial use) | ☐ Full library use |
| ☐ Other _____ (specify) | |

Territory

- | | |
|--|---|
| ☐ UK | ☐ English language areas (book publishing) |
| ☐ Single EC country _____ (specify) | ☐ Worldwide |
| ☐ Continental Europe | ☐ Other _____ (specify) |
| ☐ USA | |

Period of Use

- ☐ One year
- ☐ Two years
- ☐ Other _____ (specify)

For specific restrictions/conditions/agreements see attached.
Electronic rights must be negotiated separately.

*I/We understand that the image shall be deemed to represent an imaginary person unless agreed otherwise, in writing, by my agent or myself.

*I/We understand that I/we have no interest in the copyright, nor any moral rights, in the photograph.

**I am over 18 years of age.

Name of *model/model agency : (print) _____

Signature of *model/model agency : _____ Date : _____

**Parent/guardian or model agency must sign for models under 18 years of age.

In accepting the above release it is the responsibility of the *photographer/agency/client not to use or authorise the use of the material except for the above media, territories and time periods. Further usage must be negotiated and agreed beforehand, in writing, with the *model/model agency.

**Delete as appropriate*

LICENCE TO USE

Granted to (The Agency) :

Photographer's Name :

Agent/Rep :

Photographer's Ref. No. :

Date :

Art order No :

The Advertiser :

Product :

Description of photograph/s covered by the licence:

Terms of the licence :

Media Use

☐ Artist reference

☐ Brochure

☐ Catalogue

☐ Inserts

☐ Magazine consumer

☐ Magazine trade

☐ National press

☐ Packaging

☐ Point of sale

☐ Poster (less than 10sq metres)

☐ Poster (more than 10sq metres)

☐ Television/Cinema

☐ Test

☐ Other (specify) : _____

Territory :

☐ UK

☐ Single EC Country

☐ Continental Europe

☐ USA

☐ English language areas

☐ Worldwide

☐ Other (secify) : _____

Time Period

☐ One year

☐ Two years

☐ Other (specify) : _____

Right to a credit ☐

Exclusivity Clause

I confirm that subject to clause 5 overleaf I shall not publish or supply the material to any other person for publication during the term of the licence plus _____ years, without the express permission of the Agency or the Advertiser.

I confirm that the Agency and the Advertiser are hereby licensed to reproduce and publish the Photographs, for the above purposes, territories and time period, on the terms and conditions set out overleaf.

Under clause 4 overleaf, no use may be made of the Photographs until the invoice has been paid in full.

Signed : _____ Date : _____

Options

- Consider the type of photography you want to do - find appropriate clients
- Gain experience working on picture desks, in agencies, in galleries if those are potential career paths
- If you want to go into teaching, approach schools and colleges, perhaps to undertake workshops and projects
- If you see your future practice as being gallery-based, experience in galleries is very useful but also consider organising an exhibition, perhaps with a group of like-minded students
- Photographers today need to be adaptable, their practice diverse

Assessment

- Production file
- A portfolio of images that may be consonant with the client's requirements or represent the photographer's choice
- If the latter, you should present the client's choice to a reasonable standard, in your portfolio or in a separate form
- External Work in your portfolio will be assessed as part of the Major module
- Portfolio equivalents: Installation photographs of exhibitions or workshops; evidence of appropriate client engagement in production file
- Your visual diary should include the visual research from the External project if appropriate, or, all necessary research may be in the production file. Discuss this with tutors



Previews **REAL LIFE**

BRIGHTON BITCH

First Bitch of print Julie Burchill in "really nice" shocker? *David Spedding* is still reeling

CLOSE-UP

BBC2, Tuesday, 9.30pm

You once said "It'll be a cold day in hell before I go on the telly" and yet here's a "candid" documentary promising

"remarkable home footage".

There's no remarkable home footage – that's such a lie. I think it might well be a stitch-up, but you see I don't really care. I don't mind. I've just got so old; I don't really care any more.

So why the complete about-turn re the telly?

When you're young you're very protective of your public image, very self-conscious. I'm 39 now and the great thing about getting old is you don't feel that way any more. You just get more relaxed about everything. I don't give a toss.

Will the programme change people's perception of you?

You know, I've never really known what that was. I don't know; I guess it will, because even now when

people meet me they say, "Oh, you're not frightening." And I just think once and for all it'll prove that I'm really nice. I've got a very, very sweet nature. All the nastiness comes out in print so there's none left for my private life. That will disappoint people as much as it surprises them. But I've always been quite nice. When I was younger, I was

very nervous and must have seemed quite arrogant to people, but it was just because I was shy. People must have thought I was a stuck-up, arrogant little so-and-so because I looked it, I guess. When I lived in London, it was so horrible. Whenever you went out, someone who'd got a few drinks inside them would either say, "Well say something witty. You're not very funny, are you?" or they'd go, "You think you're tough, don't you? You think you're really hard." So it made going out really miserable. If people are

sufficiently unimaginative to mistake the public you with the real one, it's their problem.

Have you caught the *Sex And The City* bug yet?

I'm writing a sitcom for the BBC at the moment with Charlotte Raven, my ex-girlfriend. We had *Sex And The City* on while we were writing, and we kept looking up to shout "Crap!" or "What a load of bollocks!" I just thought it was very American. I mean, I know it was originally a woman who wrote the book, but the television series is a man's fantasy of what women talk about when they're together. Everybody says it's really difficult to get a

boyfriend and that's what these shows are all about, but it's not difficult at all – you can walk down the street and come back engaged. The real trick in life is staying unmarried: if you can pull that off, you're ahead of the pack. I'm hoping one day to achieve it.



**"I've got a very sweet nature.
All the nastiness comes out in print"**

