



Please see the following standard photography contract/agreement definitions.

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Definitions

The following terms shall have the meanings set forth below and shall apply throughout this Agreement:

“Work” refers to the Images(s) Footage, Video or Photographs(s) created as a part of the project as agreed to by the CREATOR and CLIENT (or AGENCY). These are copyrighted materials, owned by the CREATOR. “CLIENT” is the licensee of the Work as detailed in the Job Description herein.

“Advertising” - Use of the Work by the Client (or Agency) involving paid placement on or within any media platform or channel.

“Broadcast” - All network or subscription-based television and radio outlets.

“CLIENT” or “CLIENT (or AGENCY)” - The licensee of the Work, as identified in the Job Description. The Client may also include the Agency acting on their behalf.

“Collateral” - Use of the Work in or on media platforms wholly controlled and produced by the CLIENT (or AGENCY) including but not limited to company websites, annual reports, brochures, and social media profiles, for the purpose of promoting a commercial product, service, personality, or brand.

“Consumer” - Use wherein the media in which the Work appears is directed toward and/or accessible to the general public.

“Editorial” - Use of the Work by the Client in their own editorial publication for the purpose of conveying news, information, or fair comment opinion, made available for sale to the general public, and which does not seek or accept sponsorship or promote a specific product, person, service, brand, or company.

“Electronic” - All digital and web media excluding Broadcast, Television, Packaging, Out of Home, and Point of Sale/Point of Purchase.

“Image(s)” - means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media. Unless otherwise specified on the front of this document, Photographer may deliver, and Client agrees to accept, Images encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. It is Client's responsibility to verify that the digital data (including color profile, if provided) are suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not



deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, Photographer has no obligation to retain or archive any of the Images after they have been delivered to Client. Client is responsible for sending an authorized representative to the assignment or for having an authorized representative review the images remotely during the assignment. If no review is made during the assignment, Client is obligated to accept Photographer's judgment as to the acceptability of the Images.

“Media” - The medium or platform in which the Work is reproduced, inserted, displayed, or placed by the Client (or Agency).

“Out of Home” “(OOH)” - All paid-placement displays visible to the general public from public or private spaces, including but not limited to billboards, transit ads, and exterior signage.

“Packaging” - Use of the Work printed or displayed on or within the packaging of a commercial or retail product.

“Point of Sale” / “Point of Purchase” (POS/POP) - Use of the Work in non-paid placements or displays, Print or Electronic, located indoors or outdoors for the purpose of promoting a product, service, or corporation within a third-party venue or Client-controlled location.

“Print” - All printed media excluding Packaging, Out of Home (OOH), and Point of Sale (POS).

“Private Display” - Use of the Work in a private, non-commercial space closed to the general public, not used to promote any commercial product, service, personality, or brand.

“Public Display” - Use of the Work in a Client-maintained space that is open to public viewing—such as a corporate office, trade show, or public event—where the Client (or Agency) is not purchasing advertising space for the Work's placement.

“Publicity” - Use of the Work when submitted by the Client to an external Editorial publication (Print or Electronic) for Editorial use only, where the Client (or Agency) does not pay for placement.

“Trade” - Use of the Work in media directed toward specific industries, professions, or special interest groups for commercial, promotional, or advertising purposes, not made available to the general public.

“Unlimited” – Use includes all forms of use of the Work defined herein: Editorial, Publicity, Advertising, Collateral, Public Display, and Packaging.

“Web” - All media accessible exclusively via internet browsers or internet-based software platforms.