

## Photographer and Artist Agreement

two copies:

Copy 1 – the artist  
Copy 2 – The photographer or  
Copyright holder

Between The band: .....

Address 1: .....

Address 2: .....

Address 3: .....

e-mail: ..... Phone: .....

And The Photographer/Publication (the photographer is not always the copyright holder):  
.....

Address 1: .....

Address 2: .....

Address 3:.....

e-mail:.. Phone: .....

Date: ..... Venue: .....

1. The Photographer agrees that the images obtained of the artists performance at the above venue and date, are for editorial purposes.
2. The photographer will not release images for merchandising use without agreement from the artist (or designated artist representative(s)).
3. Photographs may be taken during: (which songs) .....
4. Flash may/may not (delete as appropriate) be used.

Accepted and agreed

Date: .....

Date: .....

.....  
Signed (the Photographer)

.....  
signed (for and behalf of the Artist)

.....  
Print (the Photographer)

.....  
Print (for and behalf of the Artist)

Editorial use: Use in a newspaper, magazine, or book, online or in print, where the image is used as an illustration specific to the text, or as an image in its own right.  
The photographer in portfolios and as a sample of work may also use images

Merchandising use: Used to promote a product, or to illustrate a product, good examples would be t-shirts, mugs, mouse mats, record covers, CD-ROM covers etc. Where the photograph is the main part of a product sold for profit

## **Guidelines for Photographers and Videographers Covering Live Music and other Events.**

Photographers and videographers are the means by which Music events are made available to publications. Musicians are understandably very conscious of their image, and also very protective of the merchandising aspect of their individual brands. Without photographers there would be no editorial images (for instance to accompany reviews of events), and this in turn would be detrimental to the public image of the Artist concerned. These guidelines are a constructive means to assist both the Photographer and the artist understand their respective roles.

1. The photographer should have a means of identification available. The UK Press Card Authority Press Card (for example) is a guarantee of a bona fide professional.
2. Photographers must understand that they are attending the performance as members of the media. Images obtained are for editorial use, and coverage of the particular performance they are attending.
3. Photographers should not allow their images to be used for merchandising purposes without the specific agreement of the artist or the artists' representative.
4. Photographers should behave with decorum and be as unobtrusive as practical at all times whilst attending live performances. They should do their best not to disturb the artist whilst working, nor interfere with the audience and its enjoyment of the event.
5. Photographers should obey the restrictions imposed upon them with regard to position and time available whilst covering events, dictated by health and safety impositions.

## **Guidelines for Artists and Artists' Representatives dealing with Photographers and Videographers at live events.**

Photographers are members of the media and have a direct influence on the way an artist is portrayed to the public. It is very important that there is a good relationship built up between you and photographers, even when circumstances are difficult. Photographers are there to record your event, provide visual editorial and media coverage, in newspapers (local and national, even international), magazines (music specialist and general), and web sites etc.

1. Copyright in the photographs is the property of the photographer (or his /her employer) as provided by the law and that the photographer asserts their moral right to be credited where and when the photographs are used.
2. It is not acceptable to demand property, all rights, or free use of images. These are the copyright of the photographer concerned (or their employer) and are as important to them as copyright and recording rights are to the artist.
3. If a photographers' agreement is to be signed it is essential that such documents are made available to the photographer a reasonable time before the event, and that these documents should not be first presented on attendance at a venue. A photographer may need to take advice on the legal terminology to understand what he/she is being asked to sign.
4. Photographers understand that there may be restrictions placed upon their attendance at a 'gig', in that they may be restricted to certain areas to work from, may have the duration of their attendance restricted.
5. Photographers are professionals in their field and prefer to be unobtrusive. If they identify a problem it will be genuine. Please assist them in resolving the difficulty.
6. Media access is determined by the promoter and venue and not directly by the artist.