

***P-Tn* PROFESSIONAL POLICIES & DEFINITIONS**



PHOTOGRAPHER - AN ARTIST UTILIZING PHOTOGRAPHIC TECHNIQUES TO CREATE (AUTHOR) ORIGINAL VISUAL ARTWORKS.

PROFESSIONAL PHOTOGRAPHER - A PHOTOGRAPHER WHO DERIVES THEIR LIVELIHOOD FROM A FULL-TIME CAREER AUTHORIZING VISUAL IMAGERY, BY CREATING, PUBLISHING, DISTRIBUTING, AND LICENSING (TO OTHERS) THE REPRODUCTION AND/OR USAGE OF THEIR ORIGINAL IMAGERY.

COMMERCIAL PHOTOGRAPHY - THE BUSINESS OF CREATING ORIGINAL PHOTOGRAPHIC IMAGERY AND SELLING CREATIVE SERVICES AND/OR PRODUCTS, OR LICENSING THE USE OF THOSE IMAGES TO CLIENTS.

CREATIVE EFFORT - THE APPLICATION OF TECHNICAL SKILLS AND CREATIVITY, IN ORDER TO PRODUCE A SUBJECTIVE INTERPRETATION OF A SITUATION OR EVENT. *P-Tn*'s 'VISUAL DOCUMENTATION' RANGES FROM AN EMPHASIS ON TECHNICALLY ACCURATE RECORDING, TO HIGHLY CREATIVE PHOTOGRAPHIC INTERPRETATIONS - DEPENDING UPON OUR CLIENT'S OBJECTIVES FOR THE TYPE OF IMAGERY INVOLVED. ALTHOUGH DIFFERENCES OF OPINION ABOUT THE CONTENT OF SOME PHOTOS MAY ARISE, OUR CLIENTS ARE ASSURED OF RECEIVING A SELECTION OF IMAGERY THAT DISPLAYS PROFESSIONAL-LEVEL TECHNICAL AND CREATIVE QUALITY.

COPYRIGHT - THE EXCLUSIVE LEGAL RIGHT, [ASSIGNED INSTANTANEOUSLY TO THE AUTHOR OF AN ORIGINAL ARTWORK (IN THIS CASE, A PHOTOGRAPH, PHOTO COMPOSITION, OR VIDEO WORK)], TO MODIFY, PRINT, REPRODUCE, PUBLISH, OR DISTRIBUTE THAT ARTWORK. COPYRIGHT IS A GUARANTEED PROTECTION UNDER U.S. FEDERAL & INTERNATIONAL LAWS; *P-Tn* COMPLIES WITH COPYRIGHT LAW.

WORK FOR HIRE - THE PERMANENT AND COMPLETE TRANSFER OF PHYSICAL OWNERSHIP AND COPYRIGHT OF ORIGINAL WORKS BY AN ARTIST, TO A SINGLE DESIGNATED CLIENT, WHICH MAY BE ACCOMPLISHED ONLY THRU A SIGNED LEGAL AGREEMENT.

PLEASE MAKE NOTE: *P-Tn* DOES NOT PERFORM "WORK FOR HIRE".

PHOTO-CREDIT / COPYRIGHT - A PHOTO-CREDIT [WE PREFER; @*P-Tn.COM*] IS REQUIRED FOR EACH PUBLISHED INSTANCE OF AN IMAGE CREATED BY *P-Tn* (REGARDLESS OF MEDIA), TO PRESERVE OUR AUTHORSHIP AND MAINTAIN IMAGE COPYRIGHT OWNERSHIP. FIRMS OR INDIVIDUALS PUBLISHING *P-Tn* IMAGERY WITHOUT INCLUDING AN APPROPRIATE PHOTO-CREDIT / COPYRIGHT WILL INCUR ADDITIONAL USAGE FEES.

THE *P-Tn* COPYRIGHT 'SHORT STORY' - ALL IMAGERY CREATED BY *P-Tn* / ERIC BERNDT IS LEGALLY PROTECTED UNDER U.S. FEDERAL AND INTERNATIONAL COPYRIGHT LAWS AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT EXPRESS WRITTEN PERMISSION FROM THE PHOTOGRAPHER. *P-Tn* MAY GRANT SPECIFIC, NON-TRANSFERABLE USAGE RIGHTS TO THE ORIGINAL CLIENT OR PURCHASER OF THE IMAGERY. *P-Tn* REQUIRES PHOTO-CREDIT [@ *P-Tn.COM*] AND REQUESTS THREE COPIES OF ALL PUBLISHED MATERIALS, PLUS EMAIL NOTIFICATION OF WEBSITE OR INTERNET POSTING, ALONG WITH THE URL.

DIGITAL IMAGE FILE USAGE - DIGITAL FILES RELEASED TO CLIENTS [*P-Tn* DIGIPAKS] ARE INTENDED FOR MARKETING AND EDITORIAL PUBLICATION, DESKTOP PUBLISHING, WEB POSTING, AND ECONOMICAL COMPUTER PRINT-OUTS FOR REPORTS. ALL STAND-ALONE PHOTOGRAPHIC QUALITY PRINTS (8X10 OR LARGER IN SIZE) ARE TO BE PRODUCED ONLY THROUGH *P-Tn*, FROM OUR ORIGINAL NEGATIVES OR DIGITAL MASTER FILES.

"ALL RIGHTS RESERVED" - UNLESS OTHERWISE SPECIFIED, ANY AND ALL RIGHTS TO *P-Tn* CREATED IMAGERY SHALL BE RESERVED FOR *P-Tn*; IMAGERY MAY BE USED FOR PORTFOLIO, DISPLAY, ADVERTISING, OR ANY OTHER MARKETING/PROMOTIONAL ACTIVITIES CONSIDERED APPROPRIATE BY *P-Tn*. WE RESERVE THE RIGHT TO USE IMAGERY IN THE PROMOTION OF OUR BUSINESS, AS WELL AS LICENSING THE RIGHTS COMMERCIALY, FOR STOCK PHOTOGRAPHY PUBLISHING.

ASSIGNMENT ESTIMATE - BASED UPON INFORMATION FROM A CLIENT INQUIRY OR REQUEST FOR PHOTOGRAPHY WE WILL PRODUCE AN ASSIGNMENT ESTIMATE, NAMING THE ORIGINAL CLIENT-PURCHASER, AND OUTLINING THE PHOTOGRAPHY SERVICES AND FEES INVOLVED, PLUS OTHER ANTICIPATED PHOTO/VIDEO-SHOOT PRODUCTION AND POST-PRODUCTION COSTS, AS WELL AS APPLICABLE IMAGE LICENSING FEES.

THIS ASSIGNMENT ESTIMATE, WHEN SIGNED, BECOMES THE BASIC CONTRACT FOR THE PHOTO OR VIDEO PROJECT.

PAYMENT FOR PRODUCTS/SERVICES - A DEPOSIT MAY BE REQUIRED FOR CERTAIN *P-Tn* PRODUCTS AND/OR SERVICES, AND SOME SERVICES REQUIRE FULL OR PARTIAL PRE-PAYMENT. TYPICALLY, CLIENTS WILL BE INVOICED UPON COMPLETION OF THE IMAGING (PHOTOGRAPHY OR VIDEOTAPE) PORTION OF AN ASSIGNMENT, AND BEFORE COMPLETION OF THE POST-PRODUCTION WORK. AN INVOICE WILL BE GENERATED AFTER FINAL DELIVERY OF THE ORDER. INVOICE TERMS ARE NET 30 DAYS.

COMMUNICATION - *P-Tn* HAS BUILT A 35-YEAR PROFESSIONAL REPUTATION ON QUALITY WORK, PLUS PERSONAL INTERACTION AND COMMUNICATION WITH OUR CLIENTS. PLEASE DO NOT HESITATE TO CONTACT US DIRECTLY TO ASK QUESTIONS ABOUT, OR OBTAIN A CLEARER UNDERSTANDING OF, OUR SERVICE DESCRIPTIONS AND DEFINITIONS. THESE ARE INDUSTRY-STANDARD LEGAL RULES AND REGULATIONS THAT ARE IN EFFECT FOR ALL PHOTO/VIDEO ASSIGNMENTS, WHETHER THEY HAVE BEEN PRESENTED TO YOU, OR NOT.

ORIGINAL CLIENT-PURCHASER - *P-Tn* DESIGNATES OR ASSIGNS AN "ORIGINAL CLIENT-PURCHASER" TO THE IMAGERY FROM A PHOTOGRAPHIC OR VIDEOTAPE ASSIGNMENT. THE INDIVIDUAL(S) OR FIRM(S) IS GRANTED THE BENEFIT OF RECEIVING THE PRIMARY USAGE RIGHTS TRANSFER, OR ASSIGNMENT, AS DESCRIBED IN THE ASSIGNMENT ESTIMATE. USAGE RIGHTS WHICH MAY SUBSEQUENTLY BE GRANTED TO OTHERS ("THIRD PARTIES") ARE SUBSIDIARY TO THESE PRIMARY USAGE RIGHTS.

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P-Tn PROFESSIONAL POLICIES & DEFINITIONS (continued)

U.S. FEDERAL COPYRIGHT LAW - THE FEDERAL COPYRIGHT ACT OF 1976, THE INTERNATIONAL BERNE CONVENTION OF 1989, AND THE URUGUAY ROUND AGREEMENT ACT OF 1994 ... INCLUDE THE FOLLOWING (AND OTHER) BASIC COPYRIGHT CONSIDERATIONS;

- COPYRIGHT BECOMES EFFECTIVE AT THE INSTANT A PHOTOGRAPHER (AUTHOR) TRIPS THE CAMERA SHUTTER; BEFORE FILM OR DIGITAL FILES ARE EVEN PROCESSED - REGARDLESS OF WHETHER PRINTS ARE EVER MADE.
- COPYRIGHT REMAINS IN EFFECT THROUGHOUT THE PHOTOGRAPHER'S ENTIRE LIFETIME, PLUS SEVENTY YEARS.
- COPYRIGHT AND/OR USAGE RIGHTS MAY BE TRANSFERRED ONLY THROUGH THE USE OF A CLEARLY WORDED, PHOTOGRAPHER SIGNED, LEGAL AGREEMENT.
- THE PURCHASE (OR PHYSICAL POSSESSION) OF PRINTS, ELECTRONIC FILES, OR EVEN NEGATIVES & SLIDES, DOES NOT AUTOMATICALLY INCLUDE THE PURCHASE OR TRANSFER OF COPYRIGHTS, REPRODUCTION PERMISSION, OR ANY OTHER USAGE RIGHTS.
- ANY REPRODUCTION OF COPYRIGHTED MATERIALS WITHOUT PROPERLY DOCUMENTED WRITTEN PERMISSION FROM THE COPYRIGHT OWNER CONSTITUTES A VIOLATION OF FEDERAL LAW, SUBJECT TO CIVIL & CRIMINAL PENALTIES.

IMAGE LICENSING FEE - THE COST OF SPECIFIC USAGE RIGHTS FOR IMAGES IS BASED UPON USE CRITERIA PROVIDED BY OUR CLIENT, SUCH AS IMAGE SIZE, DURATION, MEDIUM, CIRCULATION, ETC. SOME IMAGES ARE DELIVERED WITH PERPETUAL & UNLIMITED USAGE RIGHTS, WHILE OTHERS MAY BE RESTRICTED BY TIME, USE CAMPAIGN, OR GEOGRAPHY. ALL IMAGERY CREATED BY **P-TN** IS COPYRIGHTED AND CARRIES USAGE RIGHTS; CLIENT PUBLISHING/REPRODUCTION MUST REMAIN WITHIN THOSE PARAMETERS.

USAGE RIGHTS - **P-TN** IMAGERY IS TYPICALLY RELEASED TO OUR CLIENTS WITH THE TRANSFER OF UNLIMITED RIGHTS, AS DEFINED BELOW. THESE USAGE RIGHTS PROVIDE OUR CLIENT WITH VIRTUALLY UNRESTRICTED PERMISSION TO USE THE IMAGERY IN ANY MANNER OF BUSINESS MARKETING & PROMOTIONAL ACTIVITIES, INCLUDING REPORTS AND LETTERS, BROCHURES, FLYERS, PRODUCT SHEETS, COMPANY NEWSLETTERS, SALES PRESENTATIONS, TRADESHOW DISPLAYS, WEB POSTING, ETC. THE PRODUCTION OF STAND-ALONE PHOTOGRAPHIC STYLE PRINTS (8X10" OR LARGER) MUST BE COMPLETED BY **P-TN**, FROM THE ORIGINAL NEGATIVES OR MASTER DIGITAL FILES, AND A PHOTO-CREDIT / COPYRIGHT (@**P-TN.COM**) MUST BE INCLUDED WITH ANY PUBLISHED OR PRINTED REPRODUCTION, REGARDLESS OF THE MEDIUM OR TYPE OF USE.

THE FOLLOWING "THIRD PARTY" USAGE RIGHTS ARE TYPICALLY AVAILABLE FOR **P-TN** IMAGERY;

- PERSONAL USE: IMAGERY MAY BE USED ONLY FOR PERSONAL RECORDS, ALBUMS, HOME-DISPLAY, AND/OR ARCHIVES.
- ONE-TIME RIGHTS: IMAGERY MAY BE USED ONLY ONCE FOR A SINGLE SPECIFIED PUBLICATION OR CAMPAIGN.
- EDITORIAL RIGHTS: IMAGERY MAY BE USED IN A SINGLE ARTICLE/PUBLICATION IN A SINGLE PERIODICAL.
- LIMITED RIGHTS: AS STATED IN THE ASSIGNMENT ESTIMATE, CONTRACT, AND/OR INVOICE, REPRODUCTION AND USE OF IMAGERY IS SPECIFICALLY LIMITED BY TIME, TERRITORY, CAMPAIGN OR PROMOTION, OR CLIENT.
- UNLIMITED RIGHTS: REPRODUCTION AND USE OF IMAGERY IS NOT LIMITED. THESE NON-TRANSFERABLE USAGE RIGHTS ARE GRANTED ONLY TO THE ORIGINAL CLIENT-PURCHASER, FOR BUSINESS/MARKETING USE.

RIGHTS TRANSFER - USAGE RIGHTS TRANSFER ONLY UPON PAYMENT IN FULL OF THE INVOICE FOR **P-TN** IMAGING SERVICES.

RELEASES - A SIGNED MODEL/PROPERTY RELEASE MAY BE REQUIRED FOR EACH PERSON/LOCATION PHOTOGRAPHED. IT IS THE RESPONSIBILITY OF THE CLIENT TO SECURE REQUIRED RELEASES [EITHER DIRECTLY OR THRU **P-TN**], KEEP THEM ON FILE WITH THE IMAGERY, AND LIMIT IMAGE USAGE TO THAT WHICH IS APPROPRIATE FOR THE PERMISSION RELEASED. IN CERTAIN CIRCUMSTANCES, WE MAY REFUSE TO DELIVER IMAGERY FOR WHICH WE DO NOT HAVE A SIGNED RELEASE ON FILE. **P-TN** RESERVES THE RIGHT TO USE ANY CREATED IMAGERY FOR BUSINESS MARKETING AND PROMOTIONAL EFFORTS, AS WELL AS LICENSING THE RIGHTS COMMERCIALY.

ONLINE WebGALLERIES - WE USUALLY POST AN EDITED SELECTION OF CREATIVE PHOTO ASSIGNMENT IMAGES TO A **P-TN** WebGALLERY FOR CLIENT REVIEW, SELECTION, AND ORDERING. WebGALLERIES REMAIN ONLINE ON OUR SERVER FOR 6-8 WEEKS, AFTER WHICH TIME THEY ARE REMOVED AND ARCHIVED. EXTENDED ACCESS TO, OR REPOSTING OF WebGALLERIES IS AVAILABLE AT ADDITIONAL COST; A DESKTOP VERSION OF YOUR WebGALLERY MAY BE INCLUDED WITH YOUR DIGITAL IMAGE ORDER.

POST-PRODUCTION - ALL DIGITAL ORIGINALS REQUIRE DIGITAL PROCESSING AND IMAGE FINISHING. FINISHING (OR OTHER SERVICES) FOR A SPECIFIC NUMBER OF IMAGES MAY BE INCLUDED IN THE TOTAL PHOTOGRAPHY ESTIMATE/COSTS; ADDITIONAL IMAGE FINISHING AND OTHER SERVICES ARE AVAILABLE AT ADDITIONAL EXPENSE. OTHER AVAILABLE SERVICES MAY INCLUDE DIGITAL COMPOSITING OR IMAGE MANIPULATION, COLOR OR BLACK & WHITE PRINTS / ENLARGEMENTS, MOUNTING & CUSTOM FRAMING, REMEMBRANCE BOOKS, AND MORE.

IMAGE FINISHING - CREATIVE DIGITAL IMAGE CAPTURE REQUIRES COMPUTER PROCESSING AND FINISHING FOR FINAL DELIVERY TO OUR CLIENT, WHETHER INTENDED FOR PRINTS / ENLARGEMENTS, OR DIGIPAK DIGITAL IMAGE FILES. DURING THE POST-PRODUCTION FINISHING PROCESS, WE CAN MAKE ALTERATIONS TO THE DIGITAL IMAGES; PLEASE LET US KNOW IF THERE ARE CHANGES YOU WOULD LIKE US TO HANDLE FOR YOUR.

GUARANTEE - **P-TN** WILL RETAIN CLIENT IMAGERY (NEGATIVES, SLIDES, VIDEOTAPE, DIGITAL MASTER FILES, ETC.) IN OUR ARCHIVES FOR A MINIMUM PERIOD OF THREE (3) YEARS AFTER THE ORIGINAL PHOTOGRAPHY, OR COMPLETION OF THE CONSTRUCTION PROJECT. WE GUARANTEE TO MAKE EVERY REASONABLE EFFORT TO KEEP THESE MATERIALS SAFE AND AVAILABLE FOR REORDER. **P-TN** CANNOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO IMAGES OR IMAGING MATERIALS FOR ANY REASON, HOWEVER, AND WE ENCOURAGE CLIENTS TO PURCHASE FINISHED DIGITAL FILES AND/OR VIDEO DUPLICATES OF ANY DESIRED IMAGERY, AT THE TIME OF THE ORIGINAL ASSIGNMENT PHOTOGRAPHY OR VIDEOTAPEING.

