

Sharing the Photographic Assignment: A Case Study

Contributed by the Architectural Photography Specialty Group of the American Society of Media Photographers

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SHARE THE WEALTH—AND THE EXPENSE

This article will introduce in concrete terms several topics that this series of related Best Practices (listed at the end) address in greater detail. Our purpose here is to clarify the roles and relationships that arise when several parties—architect, interior designer, owner, contractor, and so on—join forces and budgets to photograph a building.

The scenario: Suppose that an architect wants a dozen views of an office building. What's more, the architect happens to know that the building owner, the interior designer, and one of the contractors may also be interested in using some or all of the images. In informal discussions, all four parties agree to participate in the photography assignment.

This is good for all of them for several reasons. One is to minimize their expense; the participants can divide the job overhead costs such as site preparation, travel, permits, and so on. In addition, they will have a say in defining the assignment parameters (what concepts to highlight, what issues to play down) before the job is begun, and they will participate in the selection of final images at the end.

CONTRACTUAL FORMALITIES

Often, the architect acts as the primary commissioning client, setting the scope of the photography and taking the lead in selecting a photographer. (See Best Practice 06.03.05, "Selecting a Professional Photographer.")

After reviewing the assignment parameters, the photographer will provide a written estimate to the architect that states the terms of the cost-sharing agreement; names the architect as the primary commissioning client; and lists the owner, designer, and contractor as participating parties.



Colorado Mills Mall, Lakewood, Colo.—designed by JPRA Architects and photographed for the owner by Ron Forth (www.ronforthphoto.com). Per the client's instructions, the interior and exterior photographs included no people.

Alternatively, the photographer may draw up separate estimates for each of the parties. This relieves the architect of any responsibility for collecting payment from the other participants. It also clarifies the cost-sharing details when different parties need different views. For instance, it's unlikely that the interior designer will make much use of the exterior photography, while the architect probably has limited use for photos of the furniture in the lobby. Nevertheless, each of the parties will get the benefit of dividing the costs that are incurred in common.

LICENSING AND RIGHTS GRANTED

The photographer's estimate customarily separates out the anticipated expenses, production fee, and license fees. (See Best Practice 06.03.06, "Understanding the Estimate for a Photographic Assignment," for more details.) While all the participating parties will be sharing the expenses and the production fee, each party will pay separately for the uses that he or she will make of the images. The building owner may need only brochures for prospective tenants, for which an advertising brochure license would be needed. The designer might require Web-site use and glossy prints for a portfolio. The architect might be interested in Web rights but also want large prints for the office lobby and permission to submit images for competitions. Thus, whether the assignment paperwork is framed in terms of separate estimates or a single estimate with primary and additional clients, each party is asked to sign a license agreement.

A vast array of uses and rights can come into play for any particular situation. Some common standards exist, however. PLUS (Picture Licensing Universal System) has compiled a glossary of licensing terms used in the photography and publishing industries. Visit www.useplus.com to browse the definitions.

A MORE REALISTIC SCENARIO

Now let us introduce a complication into the case. As before, an architect, a contractor, a designer, and an owner have joined forces to engage a professional photographer. The architect, designer, and owner review and sign their estimates. But this time, let us suppose that the contractor decides not to participate. The photography can proceed without him. Although the setup costs of the job will now be divided three ways instead of four, the job can also be simplified because it no longer must take the contractor's particular requirements into account.

A few weeks later, however, the contractor needs to print up some capability brochures and asks to license several images from the shared photography session. In declining to accept the terms of the estimate up front, the contractor forfeited the option to license the images at the prenegotiated license fee and terms. The contractor is thus in the same position as any outside party involved in the construction project.

Photographers are usually willing to license images to third parties but typically charge these parties at least as much as the original group for several reasons,

including different delivery requirements, deadlines, and license terms. The photographer and the latecomer will have to negotiate new agreements from the ground up. From the photographer's point of view, this is an inefficient way to do business. (One reason that multiparty licensing is cost-effective for the original clients is that it allows streamlined planning and preparation for the photography.)

In addition, the latecomer can choose from a portfolio of existing images—known quantities—while the original group could anticipate only the outcome of the assignment they had commissioned. There is also the factor of simple fairness: If nonparticipants could get photography at the same cost as participants, the benefit of cost-sharing arrangements would be negated.

KEY POINTS TO MULTIPLE-PARTY LICENSING

- All participating parties must sign an agreement before photography begins.
- Each participant is charged a licensing fee commensurate with his or her specific usage needs.
- Each participant is responsible for ordering and paying for his or her individual deliverables.

CONCLUSION

If all the participants have similar interests and requirements for photography, a multiparty arrangement is generally a cost-effective way to meet those needs. Obviously, clear communication among all participants is of prime importance, whether the photographer contracts only with the architect (acting as liaison and collecting the other parties' respective shares of the fees) or contracts with each party separately. The benefit can quickly be lost if the parties don't share an understanding about goals, timelines, and use rights.

Honest doubt and a practical wait-and-see approach have their place in obtaining photography, as in any business decision. Sometimes the wise course is to license after the fact; other times, it is best to commission a separate assignment. However, if your requirements are congruent with the other parties' needs, there is no benefit in standing aside from a multiparty agreement. Rather, there can be considerable advantage to joining with other parties, not only to minimize cost but also to participate in the job planning and thereby ensure that the resulting images are maximally useful for your business purposes.

MORE BEST PRACTICES

The following AIA Best Practices may provide additional information related to this topic:

- 06.03.05 Selecting a Professional Photographer

- 06.03.06 Understanding the Estimate for a
Photographic Assignment

- 06.03.07 Preparing for Professional Photography:
A Checklist

- 06.03.08 Controlling the Cost of a Photography
Assignment

- 06.03.09 Licensing the Photographs for a
Publication