

Licensing Explained

Basic information on licensing & copyright



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A common misconception when dealing with architectural photographers is that the physical images they provide are a product that is sold. Most architectural/commercial photography is licensed, not sold, for a specific use or uses over a designated period of time. The photographer retains the copyright to all images he or she creates unless the copyright is transferred to the buyer by specific written agreement or the work qualifies as a “work for hire” under the terms of the [Federal Copyright Act](#). Architects can relate to Copyright as being another word for intellectual property

Licensing, rather than selling photography, has a number of advantages for both the photographer and client. For the client, costs are often lower to license specific rights than to purchase all rights. For example, if you only plan to use a photograph in a brochure or an annual report, why pay for the right to use it on billboards, in magazine advertising, or in an internet ad campaign? For the photographer, the advantage is being able to license the same image for several uses to different clients over a period of time, increasing the amount of income which can be generated from a single photograph.

What if you want to make sure that your competitor doesn't use the same photograph in their marketing materials? It is very easy to write specific terms into the license agreement which preclude such competing uses. For example, a license can be “industry exclusive” so that an image of a building licensed to the project architect can not be licensed to any other architectural firms. Yet it could be licensed to the general contractor or the building owner.

The most common licensing arrangement for my architectural clients is an on-going blanket of rights that covers use in the architect's portfolio, project sheets, design award submissions, direct mail advertising, public relations releases, PowerPoint or other A/V presentations, in-house display and internet home site.

Pricing Photography

Basic explanation on pricing structure



Office Board Room. Copyright 2010 David Massengill

Photography licensing fees are based on the clients intended usage. The more extensive media exposure a photograph receives, the higher the fee will be for licensing it. High-value uses, like national magazine advertisements, command the highest price. Small editorial reproductions accompanying magazine articles bring the lowest price. Brochures, project sheets, and internet use fall somewhere in the middle. There are several variables that enter the formula, including the number of copies produced and the length of time the image will be used.

Prices for my assignment work include three components: The Service fee, General expenses, and the Licensing fee. (Some photographers lump the Service fee and License fee together and call it a “creative fee.” Some of you have heard it called a “day rate”)

When preparing an estimate, I consider factors including the assignment description, the complexity and scope of the assignment, the client’s intended use of the images, deadlines, materials, travel costs, props, crew, and my overhead when estimating what an assignment will cost. The more accurately you can describe your needs, the more accurately I can estimate the cost for the assignment.

Georgia Aquarium.
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Frequently Asked Questions

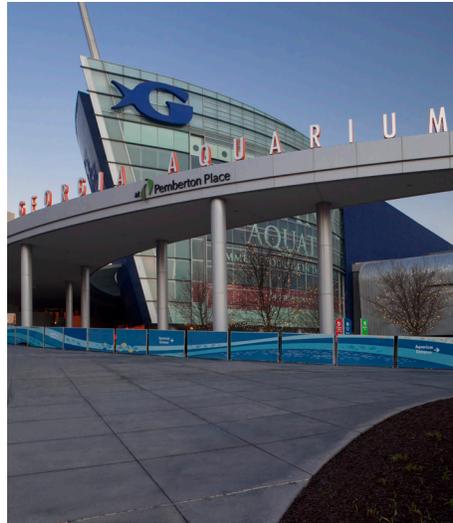
Below are some questions that architectural photographers get from time to time, along with answers as provided by the [ASMP](#).

“Why isn’t your price simply time and materials?”

I do not charge on a day rate or hourly basis. Each project is unique, and time is only one factor I consider when determining my price for a specific assignment. Photography is a creative process with many background factors, and production time is rarely an indicator of value.

“Why do you need to know how I am going to use the photographs?”

Photographs are intellectual property, and licensing their use is how I generate income. The fees for a specific project are based on the use of the photographs because the more the images are used, the greater value they have. Since they’re worth more, they cost more.



“You mean I pay you and I don’t own it?”

Photographs are the intellectual property of the creator. Much like software or some building plans, you can purchase the use, but the creator still owns the material. I own the rights to my photographs, but I can write a license that will let you do whatever you need to do. My price will reflect the value of that license.

“I do not want to come back to you each time I need to use these pictures.”

I am more than happy to license a package of rights for these photographs, but you may be paying for uses you do not really need. I am service oriented and accessible if additional uses arise. My goal is, of course, to build a long-term business relationship, so tell me what your plans are and we can work out an equitable license.

“I do not want someone else using my images.”

I am happy to provide you a price for exclusive use of these images, but because this type of license prohibits me from generating any additional income, it will significantly increase the cost of the project. Many other options are available, such as timed exclusivity where the images can be exclusive to your firm for a set period of time. Industry-exclusivity is also a popular option, which prevents licenses being sold to other companies in your industry. For instance, with Industry Exclusive terms, licenses can't be sold to two different architects, but can be sold to an architect and contractor.



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