



# **PHOTOGRAPHER'S GUIDE TO COPYRIGHTS**

Created Exclusively for PPA Members



Professional  
Photographers  
of America

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## What is Copyright?

Copyright is the exclusive right of a photographer to control the use and reproduction of the photographs they create. Violators of this law are subject to both civil and criminal penalties. Copyright does not give photographers the right to freely use their images as they wish. State laws determine the need for a model release from the subjects of the images for certain commercial uses. Copyright does, however, prevent others from using professionally-created images without the photographer's express permission.

The Federal Copyright Act (U.S.C. Title 17) and other cases, establish the following:

- A copyright comes into existence automatically the moment a professional photograph is created.
- By law, that copyright belongs to the photographer or the photographer's studio.
- A customer who commissions and purchases the photograph does not thereby obtain ownership of the copyright.
- Any transfer of the copyright's ownership to a customer must be outlined in writing.
- A lab, or other third party who prints or reproduces photographs commercially, has a legal duty to ensure that the requested copy or intended use is lawful before filling the order.
- A photograph does not need to be marked with a copyright notice to be protected.
- A photograph does not need to be registered with the U.S. Copyright Office to be protected by copyright law, but more enforcement options are available for registered photos.
- A photograph can be marked with the © symbol immediately upon creation; it does not need to be registered first.

There is a lot more to copyright law than this, though. So, let's get started on the details!

## Copyright FAQs

### What is a copyright?

A copyright is the exclusive legal right of creators to reproduce, distribute, publicly display, or create derivative works from an original work. A copyright also gives its owner the exclusive right to license those usage rights to others.

### What does copyright cover?

The same law that protects photography also protects other types of creative, intellectual, and artistic works such as music, motion pictures, magazines, books, choreographies, sculptures, and more.

### How do I copyright my photographs?

Your images are copyrighted to you from the moment you push the trigger, but federal registration is necessary in order to legally enforce those rights. Getting “full” copyright protection involves registering your work with the U.S. Copyright Office.

### Who owns the copyright?

In most cases, you do as the photographer! The exceptions to that rule are employees who create images as part of their jobs (in which case the employer owns the rights) or if you are an independent contractor who has a written agreement with someone granting them the copyright. These two exceptions are referred to as “works made for hire.”

### How long does a copyright last?

The current copyright term is the life of the creator plus 70 years. For “works made for hire” (see above), the term is the shorter of 95 years from first publication or 120 years from creation.

### Can I copyright my business name?

No. Business names are eligible for trademark protections, not copyright. For information on how to trademark your business and/or logo, contact the appropriate agency within your state or the U.S. Patent and Trademark Office at [Uspto.gov](http://Uspto.gov).

### My client claims that because they paid for the image, they own the rights—is that true?

No. You own the rights to your work, paid or not, unless of course you transfer them to a client in writing. The key here is to proactively educate your clients to ensure they understand this!

### How do you transfer a copyright?

In order to be considered valid, a copyright transfer must be made in writing between yourself and the person, or firm, requesting your copyrights. (See Appendix C on p. 26)

**Does owning the copyright mean I can do anything I want with my images?**

No. While you own the copyright to your work, your clients and subjects also have a right to privacy. Based on that, you should always have your subjects sign a model release.

**What does “registration” mean?**

Registration is a verifiable record of your copyright, so that in the event of a legal claim, a case of infringement, or plagiarism, you can produce a copy from an official government office. Registration involves sending your work to the U.S. Copyright Office along with some paperwork and a registration fee. It isn't required by law, yet it will immensely increase your ability to enforce your rights in the event of a litigation, as you will not be able to claim statutory damage or attorney's fees unless your work was registered prior to the infringement, or within 3 months of its publication.

**Do I need to mark my work?**

Technically, a copyright mark is not required for protection. However, as a practical matter, we encourage PPA members to mark all of their work. The placement of the mark is up to your own personal taste: embossed on the front of a print, or the back of the print, or embedded in the image file properties. Since public misconception about copyright is vast, the © helps clear up any questions for those who don't understand. Since lack of understanding is at the core of many infringements, this small step can go a long way toward protecting your work.

**If someone gives me a photo credit, does that mean they did not infringe?**

No. Giving you a photo credit has no bearing on whether or not an infringement exists.

**I shared an image with the newspaper and did not receive photo credit. Is that copyright infringement?**

No, there is no automatic right to a photo credit. You can make photo credit a requirement of your licensing or other usage agreement. Failure to abide by such an agreement (e.g. lack of photo credit when required) is, on the other hand, a violation.

**I posted some images on my website; does that mean they are in the public domain?**

Even the images you post online are protected by the copyright law. Remember, your images are copyright protected from the moment you create them. If you find that another website contains your copyrighted material, the Digital Millennium Copyright Act (DMCA) allows you, the copyright holder, to send a letter to a website's Internet Service provider or Copyright Abuse Agent to request the copyright-protected material be removed. Call PPA for help with DMCA! (See Appendix p. 27)

## How Does PPA Help Protect My Copyrights?

### Advocacy on Capitol Hill:

PPA is the only photography association with a full-time staff dedicated to protecting photographers' rights on Capitol Hill. Our team lobbies Congress, making them aware of PPA member stories and explaining that copyright isn't just about movies and music; it's also about the thousands of professional photographers who live and operate businesses in their districts.

### Working with the U.S. Copyright Office:

As part of its advocacy program, PPA works with the U.S. Copyright Office to find ways to reduce the burden of registration on our members. Instead of simply asking for changes, we have been proactive in regularly bringing ideas to the Copyright Office for consideration.

### Working with the copyright community:

PPA works in partnership with a variety of organizations that represent the interests of the copyright industry. PPA also supports such organizations by providing *amicus curiae* (friend of the court) briefs when cases are directly impacting the copyright of photographs.

### Copyright Tool:

PPA has developed an online resource, based on years of hands-on experience, providing members with simple questions to answer and generating copyright help based on the responses provided. Users will be guided through the questions needed to sort through a.) if an infringement has occurred and b.) what steps should be taken if it has.

## Steps You Can Take to Protect Your Copyrights

In the past, photographers controlled the means of reproducing their images. Today's environment is vastly different. Technology has advanced to a point where it is easy and not very expensive to reproduce an image. This is why it is extremely important that photographers take proactive steps to protect their copyrights and their businesses.

Yes, the Federal Copyright Law states that the images you create are copyrighted from the moment of creation. But this won't stop instances of illegal copying of your work. Fortunately, there are a number of very effective steps you can take to protect your rights.

1. **Mark your work:** Marking your images with a copyright notice is the single most effective means of protecting your work from inadvertent infringements. It tells the public that this photo was created by a professional photographer and is protected under the Copyright Law. It can also communicate who the copyright owner is and how to contact you. You can read more about the importance of marking your work on page 10.
2. **Educate your clients:** Go beyond saying your "photography is protected by U.S. copyright law." Your clients likely do not have a complete conception of the law. Use simple and straightforward language such as, "All photography by ABC Studio is protected from copying, scanning or reproduction under Federal Law." Include the copyright message in your materials and consider displaying some well-done signage in the reception and selling rooms, if you have such spaces in your studio. Please do not depend on your clients reading the small print. The message does not need to scream out at them, but it shouldn't be hidden either.

Most importantly, have conversations with your clients about what they can and cannot do with purchased images. Some opportunities to do so may be during the initial consultation, when going over the contract, when the client is placing their order or picking up their products, etc. You don't want these conversations to seem like lectures, so remember to be educational and positive. Focus on what the clients can do with the images (depending on the usage you have authorized), and remind them that they will get higher quality products when they get them from you!

Also, include copyright information with the products you deliver, like prints, albums, disks, etc. PPA provides such a “copyright insert.” It is a well-written and non-threatening message explaining what copyright means with photographs. Because it comes from PPA, if your clients ever become upset about the copyright message, you can blame us or the Federal government. PPA members receive a package of 50 PPA “Copyright Inserts” in their membership kits. To order more for \$3.00 per package, please contact PPA’s Customer Care Team at [csc@ppa.com](mailto:csc@ppa.com) or 800-786-6277. You may also [visit the Copyright Resources page on PPA.com](#) to download and print the inserts yourself!

Also, consider including a line about copyright information in your sales agreements and/or in your contracts: “All photography by ABC Studio is protected from copying, scanning, reproduction, enhancement or manipulation by Federal Law.” Further, you may want to add something like “We agree to return to ABC Studio for any copying, scanning, reproduction, enhancement or manipulation.”

3. **Consider copyright registration:** Registering your copyright with the United States Copyright Office gives you more enforcement options. With your work registered, you can sue for court costs, attorney fees, and statutory damages. Without registration, you can only seek actual damages. For helpful tools on navigating copyright registration, check out pages 13 – 19. And for more information on Copyright Law, visit [Copyright.gov](http://Copyright.gov).
4. **Adapt how your business operates:** This will not only protect your copyrights but it can also increase your sales. Some photographers use a business model that was developed when the artists fully controlled the means of reproducing or publishing their work. However, many have transitioned to business practices that recognize that images are easier to copy than ever before—regardless of your legal rights. Here are some ideas:
  - Many photographers now do not allow previews or proofs outside of their studio, preventing a client from copying those images. Those photographers also have the opportunity to participate in, and influence, the decision of which poses or shots to select.



- Use a password-protected online gallery for previews. If images are loaded as a low-resolution file and with a copyright mark, there is little danger of copying since a copyright marked low-res file will not yield a good print. Some sites even take orders online, providing both photographers and clients with additional benefit. Not only are you protecting your images, but now friends and family across the country can see and order photos.
  - Many photographers also now sell packages rather than rely on reprint orders. Some photographers offer the negatives or digital files at a premium (basically selling or licensing the copyright) to clients either as part of a package or at some point after the initial orders are completed. Photographers have even been able to increase their session or creative fee and lower their print prices. Of course, every photographer's business operates differently, and your business decisions need to be based on what works best for your business.
5. **Participate in the Picture Licensing Universal System:** PLUS helps artists acquire and track licensing for their works. The idea behind PLUS is that it eases communication and management of copyrights. This program becomes better the more people use it, so [make sure you sign up!](#)

## Marking Your Images

Marking your images is an important step toward protecting them. You have some decisions to make, such as what type of mark to use, how much information to include, and where to place the mark. Here are a few ideas for protecting your images using a copyright notice.

### Using a Written Notice

What should a good copyright notice contain? We recommend using the © symbol along with your name or your studio's name. The year that the photo was created is helpful. This traditional copyright notice is recognized in the U.S. Copyright Law and also the Berne Convention and international treaty, which protect your copyrights. Example:

© YEAR. ABC Studios

Consider going a step beyond this basic mark by adding a line such as "all rights reserved" or "illegal to copy or scan without written permission." This delivers a stronger message and tells a potential copier that written authorization is required. Example:

© YEAR. ABC Studios  
Illegal to copy or scan without written permission

To ensure you can be contacted by a potential user, add a location or contact information. The easier people can reach you, the more likely people will follow the rules. You also don't want to pass up a possible sale! Example:

© YEAR. ABC Studios  
Illegal to copy or scan without written permission  
My Town, USA 123-456-7899

Many PPA members also use their PPA ID number as part of the copyright notice, along with PPA's 800 Customer Service Center number. When that potential client calls, we can easily put them in contact with you. You don't even have to ask for permission to use this service. It is your right as a PPA member! Simply use your PPA ID number and PPA's Customer Service hotline: 800-786-6277. Example:

© YEAR. ABC Studios  
Illegal to copy or scan without written permission  
PPA member ID #XXXXXX 800-786-6277

Think your client won't call? PPA's Customer Care Team receives calls on a regular basis from consumers and retailers looking for the copyright owner of photographs. Our main objective is to get that consumer in touch with the photographer/copyright holder of the photo. By helping both consumer and retailer abide by the rules, we are helping to protect photographers' rights.

### Using a Visual Notice

If you would rather not clutter your images with so much writing, an alternative might be using a visual cue to mark your work. For some this means embossing your studio name in an artful font or your logo in one of the corners of a final print. For others it might mean using a studio graphic to indicate a proof version of the work.

There's really no right or wrong way to mark an image with a "graphic" copyright notice. You just have to decide what works for you. Remember to balance your aesthetic considerations with what will provide the best protection.

Finally, if you choose to mark your work in this manner, make sure you inform your clients verbally and in their contracts. You always want to set your clients' expectations accurately. It's best they know ahead of time that the prints or files they purchase will contain your mark.

### Using a Non-Visual Notice

If you would rather not put anything onto a finished print or digital image, consider using a few "invisible" methods of protecting your copyrights.

**Talk to your lab about special finishes:** Certain finishes make images more difficult for clients to scan or reproduce without taking away from the quality of the image. Whether you select a textured photo paper or other "protective" finish, your clients may never notice the fact that you've made your copyright more secure.

**Use "digital fingerprinting" technology:** If you primarily exchange digital files with your clients, you may want to use embedded metadata or a similar "digital fingerprint" to make sure anyone who comes across the file knows it is your work. This can be as simple as programming your camera or post-production software to do the work for you. To learn how to embed metadata or similar copyright creator information, we recommend you consult your camera's user manual to determine the correct settings or learn how to do this with your post-capture software.

**Use an “invisible” watermark:** Part metadata, part watermark, applying an “invisible” mark to your digital files can get you the copyright protection you need while still providing your clients the visually appealing images they tasked you to create. This can be done by using a program that integrates with your post-production software. Many invisible marks are a series of coded lines or colors that are embedded onto the file itself in a manner that is never apparent to the viewer.

### Using a Watermark

In addition to using a traditional copyright notice as your mark, we also recommend considering watermarking your images. It’s a key step to protecting your work when it comes to sharing digital files.

Just like embedding metadata or an “invisible” watermark, this process may also be one that is supported by your post-production software. If the “how to” part is easily resolved by your choice in software, all that needs to be decided is what kind of mark you’ll apply to your images. Just as when marking a print, you’ll surely want the digital watermark to allow your work to be easily viewed. This means choosing an emblem or statement that does not detract from the finished product.

Taking your cues from the “Written” and “Visual” notice sections above, ensure that you choose a watermark that will allow the prospective user to easily contact your studio to request permissions. After all, the mark is only as helpful to viewers as the information you include.

Whatever route you choose, marking your work is a critical step in protecting your copyrights. Of course, it is only the beginning of the copyright education/information you need to provide your existing and prospective clients alike. Read on for additional tips and tools for protecting your copyright. It is your livelihood.

## Registering Your Images

The moment your work is recorded, it is copyrighted. You instantly own the copyrights of the photos you create unless you are operating under a work-for-hire agreement. There is, however, a stronger form of protection that comes about by way of copyright registration.

Copyright without registration provides you with some rights but only minimal tools for enforcing your rights. Without registration, the most you could recover in a federal copyright lawsuit would be actual damages (lost income) related to the infringement. In other words, the most you could hope for is the fee you would have charged, plus any money that you can prove the infringer made based on their illegal copying. Because the value of photography varies widely, these actual damages will rarely get high enough to interest an attorney to pursue a case. This is compounded by the fact that in most cases you will be required to bring a copyright suit in federal court.

On the other hand, if you register your work with the U.S. Copyright Office within three months of your first publication of the work or before an infringement, you have more options for enforcing your rights. Instead of actual damages, timely registration makes statutory damages available, which are usually between \$750 and \$30,000 per work. In addition, timely registration also allows you to seek attorney fees for having to bring an action. Despite these advantages, less than one percent of professional photographers regularly register their work with the U.S. Copyright Office.

Timely registration of your work and the significant potential damages that come with it puts you in a stronger position to negotiate proper compensation from an infringer. By making a potential lawsuit a credible threat, timely registration creates a strong deterrent—and will often result in avoiding court altogether. When faced with the choice of paying for their usage or being dragged into federal court for a process that can take three to five years, paying their own attorneys, and possibly owing you statutory damages and your attorney's fees, most offenders will make a good faith effort to negotiate a settlement.

To register or not to register is yet another business decision you have to make. You must weigh the time and money you have to put into the process with the protection registration provides. Remember, by choosing not to register, you are forfeiting legal enforcement options. Think of this scenario: You capture a beautiful image that somehow gets distributed without your permission. Then, the image is picked up by major publications without your authorization and worse, you are not even given credit. If that image is unregistered, you will not be able to seek statutory damages, court fees, and attorney fees, which means the cost of the lawsuit would likely be more than you could recover.

Unless you are able to negotiate some compensation for the infringement on your own, you may never see a penny for even the most significant violations.

There are options available for registering your images as a collection or group, making the cost very low for a large number of images, or you can register images individually for \$35. Even if you do not always register your images, consider individually registering any photographs that will be especially susceptible to infringement (e.g., photos that will be highly publicized due to a noteworthy event, person, or place or because of the publication of the image). Alternatively, consider a quarterly registration of all your images. Remember: in order to ensure your ability to seek statutory damages, images must be registered within three months of initial publication.

## The Basics of Copyright Registration

On the next few pages, you will find single and multiple image registration considerations and helpful hints on completing your application accurately. You will still want to visit [Copyright.gov](https://www.copyright.gov) for the most up-to-date information on registering works of visual art.

There are four different ways photographers can register their work with the U.S. Copyright Office:

- Registration of single images
- Group registration of published photographs
- Group registration of unpublished of photographs
- “Contribution to Periodicals” registration method (technically available but this method has been omitted from the descriptions below, as the group registration achieves the same goal and provides more flexibility in how you deposit your work)

All copyright registrations have these three things in common:

1. A completed registration application (application supplied by the U.S. Copyright Office).
  - Electronic Copyright Office (eCO) System, or
  - Form VA and component forms.
2. A deposit (submission) of copies of the work(s) being registered.
3. A per application registration fee.

### Single Image Registration

The three above items are the only things required for registering a single image. A “one-at-a-time” approach works well if you are only submitting the occasional photograph for full copyright protection. However, registration fees add up in a hurry if you are registering a significant amount of your work.

### Group Registration: Published or Unpublished?

The publication status of your work is a key factor in determining which group registration method to use. The Copyright Act defines publication as “the distribution of copies [...] of a work to the public by sale or other transfer of ownership, or by rental, lease or lending. The offering to distribute copies [...] to a group of persons for purposes of further distribution [...] or public display, constitutes publication. A public performance or display of a work does not, of itself, constitute publication.”

Regardless of whether you are registering a group of published photographs or a group of unpublished photographs, it is important to note that the U.S. Copyright Office does not allow published and unpublished images on the same copyright registration under any circumstances.

### General Requirements for Group Registration

The process for Group Registration of photographs allows you to submit up to 750 images in a single registration, making it much more cost efficient than Single Image registration. The requirements for submitting Group Registration:

- All of the photographs in the group must have the same publication status; you cannot mix published and unpublished images in the same group registration.
- The “Title of this Work” should identify the collection as a whole.
- Copyright claimant is the same for all photographs and the collection as a whole.
- All photographs in the collection have to be by the same author (photographer).
- You must also prepare and submit a list containing the titles and file names of each image in the Group in an Excel spreadsheet or as a PDF.

### Additional Requirements for Group Registration of Published Photographs

In addition to the requirements above, when submitting a Group Registration of Published Images the following additional requirements apply:

- All images in the group must be published.
- All photographs in the group must be published within the same calendar year.
- The list of titles and file names for all images must also include the month and year of publication for each image in the Group.

### Additional Tips and Help

The Copyright Office has put together templates for Title Lists for both published and unpublished group registrations that may be helpful in putting together your Registration. Those resources, video tutorials, and walkthrough of the Form GRUPH (Group Unpublished) and Form GRPPH (Group Published) can be found here:

[copyright.gov/registration/photographs/](https://copyright.gov/registration/photographs/)

The Copyright Office updates its guidance on registering photographs from time to time. For additional guidance check the latest version of their publication on the issue:

[copyright.gov/circs/circ42.pdf](https://copyright.gov/circs/circ42.pdf)



## The Copyright Deposit

You must send to the U.S. Copyright Office at least one copy of every image you are registering—whether it is a single image or part of a group registration. For group registrations and unpublished single images, the work “deposited” with the Copyright Office should be digital copy of each photograph in a JPEG, GIF, or TIFF format. Use of compressed images and ZIP files are strongly encouraged as there is a 500 MB limit on submissions, including group registrations. If you are registering a published single image, you must submit two copies of the “best edition” of the work which is currently defined as (in order of preference) the most widely distributed edition or a 8” by 10” glossy print or other size or finish. The Copyright Office’s preference is that the image be unmounted and use archival quality stock.

### Common Registration and Deposit Errors

Despite the mutual efforts of everyone involved, there are a number of problems that commonly crop up in photographic copyright registrations. After an informal poll of the copyright examiners in the visual arts section of the U.S. Copyright Office, we have discovered that there are some common registration errors every photographer should avoid:

#### Group Registration of Published Photographs

Publication dates appear to be the most common errors in filing a group registration of published photographs. The most common date problems are the following:

- Providing only one date for a group registration. This is only appropriate if all photographs were published in the same month.
- Providing a publication date range of January 1–December 31. You must include the month, year, and nation of first publication for each photograph in the group.
- Failure to group photographs by month of first publication. You should group each image by month and year of first publication as this will save time and meet the requirements of the Copyright Office.
- Failing to enter titles for all works. The Photographic Titles space on the application only fits 1,995 characters. The proper procedure is to save that title space once it is full, and then select “new” and continue where you left off.
- Failure to include both the name of the employer and the photographer when the images are work-for-hire.

### Deposit Errors

While you may register a group of published or unpublished photographs on a single application, you still need to deposit copies of every work being registered. Many applicants mistakenly send a single image that is representative of the group being registered; this is insufficient.

- Incorrect format. Images should be submitted as JPEG, GIF, or TIFF.
- Exceeding the 500 MB file size for the images and title list. The Copyright Office strongly encourages submissions compressed into a ZIP file.
- Submitting physical media: USB, CD-R, and DVD-R are still accepted for physical deposits but greatly delay the examination of your Copyright Claim.

## Electronic Registration System Guide

The [Electronic Copyright Office](#) (eCO) accepts photographic registrations and deposits via their online registration system. Just like the beta test version, eCO is only accepting certain types of image registrations. For photographers, it means that the photograph(s) they register must meet one of the following criteria:

- A single photograph created by one copyright owner.
- Multiple unpublished photographs created by the same copyright owner.
- Multiple published photographs created by the same photographer.

### Advantages of eCO

eCO expedites the registration process and changes the way the Copyright Office communicates with registrants. One obvious enhancement is the increased efficiency in submitting your registration and deposit information as well as in receiving your Certificate of Registration. It is also far cheaper than submitting a paper form VA as the Copyright Office imposes a high premium on the fee for physical registrations.

It is worth noting that while you may register online, your certificate of registration will continue to arrive by U.S. Mail; however, it will take on a new look. Rather than returning your completed application approved by a copyright examiner, the new certificates are printed out and contain the registration information you provided, the date your submission was received, and a statement certifying that the information provided is “correct to the best of the author’s knowledge.”

### Completing the Registration Process

The eCO system process is broken down into three phases: Completing the Application, Submitting Payment Information, and Depositing Your Work.

While technical tips are included in this Guide, it is important for you to review the latest information and guidance from the Copyright Office before you attempt to register your work. The best way to accomplish this is by visiting the Copyright Office Help Desk which contains helpful summaries of their processes and requirements as well as tutorial videos: [copyright.gov/eco/faq.html](http://copyright.gov/eco/faq.html)

Once you have reviewed the requirements, the next step is to access the Registration Portal here: [copyright.gov/registration/](http://copyright.gov/registration/) in order to start your Copyright Registration!

## When Does Copyright Expire?

Use the charts below to determine whether your images are protected by copyright law and whether you will need permission to make a reproduction for a client. As a general rule, images created on or after March 1, 1989, always require the permission of the artist. Images first published before 1923 are no longer protected by copyright law.

Images Marked With a Copyright Notice

| Date                             | Is Permission of the Artist Needed? | Length of Copyright   |
|----------------------------------|-------------------------------------|---|
| Created on/after January 1, 1978 | Yes                                 | Life of the artist + 70 years*  |
| Published between 1964–1977      | Yes                                 | 95 years (ex. 1964+95=2059)   |
| Published between 1923–1963      | Maybe                               | <i>Permission is needed</i> if the copyright was renewed. If so, protection would be 95 years (ex. 1923+95=2018). |
| Published prior to 1923          | No                                  | Image is in the public domain.  |

Images Not Marked With a Copyright Notice

| Date   | Is Permission of the Artist Needed? | Length of Copyright  |
|--|-------------------------------------|--|
| Created on/after March 1, 1989                 | Yes                                 | Life of the artist + 70 years  |
| Created between January 1, 1978–April 30, 1989 | Maybe                               | Unless the image is registered with the U.S. Copyright Office, chances are it can be copied. |
| Created prior to January 1, 1978               | No                                  | The image can be safely copied.  |

\* There are certain exceptions to these rules that affect published images and images created by corporations. For example, images created before 1978 but not published until after 2002 are no longer protected by copyright law (unless the artist died less than 70 years ago). On the other hand, images created before 1978 but published from 1978–2002 are protected until 2048 or the life of the photographer plus 70 years (whichever expires last). Lastly, images created by corporations have a copyright term of 95 years from the date of first publication or 120 years from the date of creation, whichever expires first.

## Usage Licenses and Copyright Transfers

While it has long been a common practice in commercial photography, we are now seeing an increase in the number of portrait and wedding clients asking for copyright releases or usage licenses from their photographers. As the copyright owner, it is entirely up to you to decide what rights, if any, you wish to transfer or license to your client. Here are three examples for how to license or transfer your copyright to clients if you choose to.

### Copyright Transfer

A copyright transfer involves giving all of your rights to an image to a client or third party. Most commonly, this is done when there is little chance of obtaining income from reprints, or when the cost in both time and money outweighs the possible benefits of maintaining the copyright. Copyright transfers are generally only used in unique circumstances or with a very specific business model.

By transferring the copyright to a client, the photographer is effectively selling all rights to the image. This type of transfer allows your client to use or reproduce images however they like (i.e., they are not required to come to you for any reprints or other reproductions of the images). A copyright transfer also means that if you wish to reproduce the images or to use them for your own business purposes, you will then have to get express written permission from the new copyright holder—the client.

To view a sample Copyright Transfer Agreement from PPA, see Appendix, page 26.

### Limited Usage Licenses

Offering your clients a limited usage license allows you to maintain ownership of your copyright, while granting the client the right to use the images in a specific manner, for a specific purpose, or during a specific time frame. Since you maintain the copyright, a limited usage license gives you the most flexibility in deciding which rights you are selling to the client.

Limited usage licenses are particularly useful if a client wants to reproduce the image in a setting or service that you do not currently offer, or a product line that you do not find to be profitable.

To sample Limited Licensing Agreement from PPA, see Appendix, page 24.

### Unlimited Usage License

It is also possible to grant a client an unlimited usage license. This type of license allows the client to use the work in any manner they see fit. However, by retaining the copyright, you are still able to use the images for your own purposes. With an unlimited usage license, you are still giving your client complete control of the images, forfeiting any opportunities for reprints or further licensing.

To view a sample Unlimited Licensing Agreement from PPA, see Appendix, page 25.

### A Few Points to Remember

Copyright is more than just the right to make copies. In addition to the right to reproduce your work, it includes the right to prepare a derivative work based on the original, to distribute the work, and to publicly display the work. A license can grant all or some of these rights, and the same rights can be granted to multiple parties.

If you are considering offering transfers or usage licenses to your clients, you should do so in writing. This is to ensure validity of the agreement and to protect both you and your client from future misunderstandings.

Finally, keep in mind that the rights to an image are valuable property. When licensing or transferring rights to those images, be sure to contemplate the value of what you are selling, and price it appropriately.

## Recommended Reading and Resources

### Downloads

- Copyright Inserts (digital version)
- Copyright Registration Guides
- Sample Forms in Appendix Section

[Access all your PPA copyright resources here.](#)

### Books

*Photographer's Legal Guide*, by Carolyn E. Wright

*The Copyright Book*, Fourth Edition, by William S. Strong

*The Legal Guide for the Visual Artist*, by Tad Crawford

*The Professional Photographer's Legal Handbook*, by Nancy E. Wolff

United States Code, Title 17 – Copyrights

*Copyright Basics*, Circular 1 – U.S. Copyright Office

*Copyright Registration for Pictorial, Graphic, and Sculptural Works*, Circular 4 – U.S. Copyright Office

*Work Made For Hire*, Circular 9 – U.S. Copyright Office

### Websites

[House.gov](#) or [Senate.gov](#) – For the latest information on copyright legislation

[PhotoAttorney.com](#)

[StopFakes.gov](#) – Strategy to Target Organized Piracy

### Organizations

Professional Photographers of America  
Phone: 800-786-6277

[CopyrightDefense@ppa.com](mailto:CopyrightDefense@ppa.com)  
[PPA.com](#)

U.S. Copyright Alliance  
[CopyrightAlliance.org](#)

The Copyright Society of America  
[csusa.org](#)

U.S. Copyright Office  
Phone: 877-476-0778  
[Copyright.gov](#)



## LIMITED LICENSING AGREEMENT **SAMPLE**

This licensing agreement made on \_\_\_\_\_ (Date), between \_\_\_\_\_  
(Photographer Name/Studio Name), who shall be referred to as "Photographer" and \_\_\_\_\_  
(Client Name) who shall be referred to as "Client".

The images subject to this agreement are as follows:

(Be as detailed as possible as to what image(s) are controlled by this agreement. Include the image name, the file name, etc. Best way to do this is to list them out.)

The photographer grants the client the \_\_\_\_\_ (Exclusive or Non-exclusive) licensing agreement.

**Exclusive** – The photographer shall not enter into an agreement with the aforementioned images throughout the duration of this contract.

**Non-exclusive** – The photographer may assign additional licenses to other parties through the duration of this contract.

The licensing agreement is non-transferable and non-assignable to any other party. Any changes must be explicitly written and signed by both parties.

Use of the image(s) described above for the period of \_\_\_\_\_ (Detail the time period for which the image can be used. This can be a period of certain amount of days/months/years or a hard date. Don't forget to include a start date.) For the purpose of \_\_\_\_\_  
(Detail as much as possible the what, where, when, and how that govern the image. Ex: Image can only be used on the client's website for promotional purposes and cannot make any profits off the sale of the image.).

The photographer explicitly retains all copyrights attached to this image as well as moral rights to each image. Photographer also retains all rights not expressed in the agreement including advertising rights.

Proper photo credit/acknowledgement of the image must be given when the image is published, either with a picture credit, caption, tag on social media, or a preapproved method prior to posting, or publishing.

Selling and/or redistribution of this image is forbidden.

Licensee \_\_\_\_\_ (is/is not) allowed to crop and/or electronically alter the image to suit their purposes for the usage stated above. This includes any derivatives of the image that may be made. (Provide more detail as to what the client can or cannot do to the image or if prior permission is needed.)

Payment for the license must be rendered by/on \_\_\_\_\_ (Specify a date, and/or terms of payment. If you are bartering list that as well) in the amount of \$ \_\_\_\_\_ or in consideration of \_\_\_\_\_ (whatever your agreement is). Any use of the image prior to payment will be a considered an infringement under the United State Copyright Law and photographer has the ability to terminate contract and file a claim in Federal Court.

If one or more of the provisions contained in this agreement is found to be invalid, illegal or unenforceable in any aspect, the validity, legality and enforceability of the remaining provisions shall not be affected.

### PHOTOGRAPHER

Signature \_\_\_\_\_

Photographer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

### CLIENT

Signature \_\_\_\_\_

Client Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_





## UNLIMITED LICENSING AGREEMENT **SAMPLE**

This licensing agreement made on \_\_\_\_\_ (Date), between \_\_\_\_\_  
(Photographer Name/Studio Name), am the rightful owner of the copyright in the following images, copies of which  
are possessed by \_\_\_\_\_ (Client Name) who shall be referred to as "Client".

The images subject to this agreement are as follows: \_\_\_\_\_  
\_\_\_\_\_.

(Be as detailed as possible as to what image(s) are controlled by this agreement. Include the image name, the file name, etc. Best way to do this is to list them out.)

The photographer grants the client the \_\_\_\_\_ (Exclusive or Non-exclusive) licensing agreement.

**Exclusive** – The photographer shall not enter into an agreement with the aforementioned images throughout the duration of this contract.

**Non-exclusive** – The photographer may assign additional licenses to other parties through the duration of this contract.

The licensing agreement is non-transferable and non-assignable to any other party. Any changes must be explicitly written and signed by both parties.

Use of the image(s) described above (in an unlimited licensing agreement, the copyright owner is allowing the client to use the images for any purpose, and/or any period of time.).

The photographer explicitly retains all copyrights attached to this image as well as moral rights to each image. Photographer also retains all rights not expressed in the agreement including advertising rights.

Proper photo credit/acknowledgement of the image must be given when the image is published, either with a picture credit, caption, tag on social media, or a preapproved method prior to posting or publishing.

Selling and/or redistribution of this image is forbidden.

Licensee (is/is not) allowed to crop and/or electronically alter the image to suit their purposes for the usage stated above. This includes any derivatives of the image that may be made: \_\_\_\_\_  
(Make sure you provide more detail as to what the client can or cannot do to the image or if prior permission is needed.)

Payment for the license must be rendered by/on \_\_\_\_\_ (specify a date, and/or terms of payment, and if you are bartering, list that as well.) in the amount of \$\_\_\_\_\_ or in consideration of \_\_\_\_\_ (whatever your agreement is). Any use of the image prior to payment will be a considered an infringement under the United State Copyright Law and photographer has the ability to terminate contract and file a claim in Federal Court.

If one or more of the provisions contained in this agreement is found to be invalid, illegal or unenforceable in any aspect, the validity, legality and enforceability of the remaining provisions shall not be affected.

### PHOTOGRAPHER

Signature \_\_\_\_\_  
Photographer \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_

### CLIENT

Signature \_\_\_\_\_  
Client Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_



## COPYRIGHT TRANSFER SAMPLE

This Assignment of Copyright is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between \_\_\_\_\_ (photographer name) of \_\_\_\_\_ (studio name)  
and \_\_\_\_\_ (client name) hereinafter referred to as Licensee.

Whereas, \_\_\_\_\_ (photographer or studio name) is the author and creator of  
the following work(s):

(Description or Title of Work)

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The author assigns all copyrights for the aforementioned work to \_\_\_\_\_ (client name)  
and his or her heirs. Optional: Simultaneous to the execution of this agreement, the assignee grants the  
assignor an unlimited right to use the work for self-promotional purposes.

In witness thereof, the parties execute this agreement.

### ASSIGNOR

Signature \_\_\_\_\_  
Photographer \_\_\_\_\_  
Studio Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_

### ASSIGNEE

Signature \_\_\_\_\_  
Client \_\_\_\_\_  
Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_

This document is provided to members of Professional Photographers of America as a template.  
PPA strongly recommends that photographers contact local legal counsel to determine the  
enforceability of any contract.



## DMCA TAKE-DOWN LETTER **SAMPLE**

This letter uses a provision in the copyright law that gives a website or service provider the choice of removing copyrighted material, or leaving the material up and losing their immunity to a copyright lawsuit in regards to the posting. Many online services have specific e-mail addresses for these kinds of requests. Check the hosting company's Terms of Use.

To the best of our knowledge, the sample letter below meets the technical requirements of the law. This letter can be emailed, faxed, or mailed.

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[NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]

[DATE]

Dear [SERVICE PROVIDER]:

I am a professional photographer and the author of the photograph picturing [SUBJECT MATTER], which as of [DATE] was posted on the Web site [URL]. As the copyright owner, I assure you that I did not give permission for this photograph to be posted on the Web page described. Pursuant to the provisions of the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512(c), please consider this letter actual notice via written notification that this infringing material is being stored and/or resides on a system controlled by you. I hereby request that you act expeditiously to remove or disable access to the photograph described.

As the owner of the copyright in this photograph, I have a good-faith belief that the use of the photograph at [URL] is not authorized by me or by any provision of the law. I also declare, under penalty of perjury, that I am the copyright owner and the information in this notification is accurate to the best of my knowledge.

If you have any questions, you may contact me at (address, phone number) or by e-mail (email address).

Sincerely,

[SIGNATURE]  
[PHOTOGRAPHER]  
[PHOTOGRAPHER CONTACT INFO]

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This document is provided to members of Professional Photographers of America as a template.  
PPA strongly recommends that photographers contact local legal counsel to determine the enforceability of any contract.