

Before You Send Your Letter:

- Ensure you've completed all of the blanks that apply to your situation.
- Format and print your e-mail onto studio letterhead.
- Send the letter by certified mail, if possible. Retain the mail receipt for your records.

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

[DATE]

Dear [NAME]:

I am a professional photographer and the author of the photograph(s) picturing [SUBJECT MATTER], which as of (date) was [DESCRIBE THE UNAUTHORIZED USE] by [COMPANY NAME OR INDIVIDUAL NAME OF THE INFRINGER]. As the copyright owner, I assure you that I did not give permission for this photograph(s) to be used in this way. Further, I do not authorize, sponsor, endorse, or approve of this use of my copyright-protected work.

U.S. Copyright Law plainly states that the initial copyright in a work belongs to the author of said work under 17 U.S.C. §201(a) -- in this instance, the photographer. This copyright automatically comes into being the moment the work is created -- no other document, contract or other formality is required for the copyright to vest in the photographer.

As the sole copyright owner of the work, the photographer has the exclusive right to reproduce the work, prepare derivative works from the original, to display the work publicly and to distribute copies of the work by sale or other transfer of ownership.

Moreover, the sale of a photographic print or file does not create a transfer of the copyright from the photographer to the purchaser as noted in 17 U.S.C. §202:

"Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied. Transfer of ownership of any material object ... does not in of itself convey any rights to the copyrighted work embodied in the object..."

Any transfer of the copyright from the photographer to another party must be made in writing according to 17 U.S.C. §204, which states:

"A transfer of copyright ownership, other than by operation of law, is not valid unless an instrument of conveyance, or a note or memorandum of the transfer, is in writing and signed by the owner of the rights conveyed or such owner's duly authorized agent."

In short, the clear provisions of the current Copyright Act establish that:

- 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 commissioned and purchases the photograph does not thereby obtain ownership of the copyright.
- Any assignment transferring ownership of a copyright to a customer must be in writing.

Simply stated, someone who purchases a professional photograph is in much the same position as someone who purchases a book. They own the physical book, but they do not own the copyright, and they do not have the right to have additional copies made or use the image for other purposes.

If you wish to confirm any of this information for yourself, refer to Title 17, U.S. Code §§102, 106, 201(a), 201(d), and 202. If you desire more information on the duration of the photographer's rights, please see §302, and for a discussion of the penalties for violating the rights of the photographer see §501 through §506. The U.S. government makes copies of the Code available free online. It can be downloaded at <http://www.copyright.gov/title17/>.

Be advised, Congress has been clear that copyright infringement is very serious business. In addition to providing criminal penalties for willful commercial infringement, the Act also authorizes private lawsuits to recover damages, legal fees, and injunctions. And the Act permits the Court to award up to \$150,000 per infringed work in "statutory damages." The highest awards are made where the infringement is willful, but even inadvertent infringement may lead to awards of up to \$30,000 per photograph, plus legal fees.

Please be assured that copyright ownership is not governed by one's personal opinions, but is instead a matter of federal law. [INSERT OPTION 1, 2 OR 3; OR INSERT YOUR DEMANDS IN YOUR OWN WORDS].

Option 1: As the copyright owner, I hereby request that you immediately cease and desist from all unauthorized use of my work. To avoid further recourse, please respond to me in writing within 30 days of receiving this written notice to confirm your compliance.

Option 2: As the copyright owner, I hereby request that you immediately contact me to purchase a valid license for this use of my work. To avoid further recourse, please respond within 30 days of receiving this written notice so that we may reach a satisfactory resolution.

Option 3: As the copyright owner, I hereby request that you immediately fulfill the payment outlined on the attached invoice in order to receive a valid license for this use of my work. [INCLUDE INSTRUCTIONS FOR HOW TO PAY THE INVOICE AND A LICENSING STATEMENT DETAILING THE USE YOU ARE AUTHORIZING IN EXCHANGE FOR PAYMENT. INCLUDE A STATEMENT THAT THE LICENSE IS NOT VALID UNLESS PAYMENT IS RECEIVED BY {DEADLINE}.] To avoid further recourse, please act within 30 days of receiving this written notice.

Sincerely,

[PHOTOGRAPHER NAME]
[STUDIO NAME]
[CONTACT INFORMATION]

This is a sample letter provided to you by PPA and should not be taken as legal advice. For legal assistance, consult with a local intellectual property attorney. Please retype or paste this information onto your own letterhead, filling in your specific information in the parentheses. Please make any changes necessary.