

Welcome !

. . . and thanks for taking the time to participate in this brief workshop covering business practices for professional photographers. The person who will be speaking with you today is a working photographer and a member of OutreachEP, the educational arm of EP, or Editorial Photographers. EP was started in 1999 by a small group of editorial photographers in the San Francisco Bay Area who discovered that a common client was reusing their work without permission and without additional compensation. Despite photographers' normal reluctance to share information with each other for fear of "colluding with the competition", these photographers organized an on-line forum for the purpose of discussing business issues and began working to negotiate change in the industry, one client at a time. That forum, now known as Editorial Photographers, is currently over 3000 members strong and can be found online at www.editorialphoto.com.

One topic that continually appears on the forum is the importance of sharing information with as many photographers as we can in an effort to strengthen our industry. An online venue is a wonderful technological tool that has enabled a tremendous sharing of information, yet not everyone goes online or has interest in belonging to a forum. That is where OutreachEP was born. We are a group of EP members, all working professional photographers, who have experience or interest in sharing information, in person, one group at a time. Our goal is to speak with as many photographers as we can, both working pros and those just starting their careers, to offer suggestions and insight, and hopefully help you to avoid repeating some of the same mistakes we made. To borrow a phrase, we hope that those who are aware of history won't be doomed to repeat it. We are not a union, nor are we asking you to subscribe to any principles, practices, or prices. We are merely offering information that we found helpful in our careers and are hoping that you will also. By helping to establish higher business standards among the industry as a whole, we hope to raise the bar for all of us.

After the program, please visit the website at www.editorialphoto.com for a wealth of information regarding rates, copyright, paperwork, publisher's contracts, software, location information, and many other useful topics. There you will find answers to many of your business-related questions. If you are a working editorial photographer, assistant, photo instructor, or photo student, we invite you to join our forum: <http://editorialphoto.com/subscriptions/index> and take part in an extraordinary sharing of information that is working to change our industry for the better, both for our clients and for ourselves.



A Short List of Business & Contract Terms for Photographers

Assignment – an agreement between a photographer and a client whereby the photographer shoots to the client's specifications and agrees to certain uses of the image(s), in return for a fee plus reimbursement of expenses. All assignments should be confirmed with a signed contract.

Copyright – the legal concept that once an original expression of a creative process is fixed in a tangible medium, that expression belongs to the creator (not the person paying the fee) who has the exclusive right to control and authorize its reproduction, distribution (by sale, rental, lease, or lending), public display or performance, or derivation. (US Code, title 17, sec. 106)

Cost-of-doing-business (CDB) – this is the amount of money that is required for you to operate your business, regardless of your number of clients, and is generally expressed as an amount per day. To find your CDB, add up all of the factors that make up your yearly overhead and divide by the number of days you are "open for business" in a year. 250 days is a standard number (5 days x 52 weeks – 2 weeks vacation), but not very generous. Remember, this is what it will cost you EVERY day and may or may not include your salary (depending on how you figure your overhead), yet you cannot expect to earn income every day, unlike a salaried employee who earns a regular paycheck.

Creative fee – this is the fee that a photographer charges for concepting and creating images and takes into account creativity, experience, degree of difficulty, specialized equipment, and perhaps usage (although usage may be a separate line item). This term reflects photographer's desires to be paid based on our experience, our ability, and on the benefit gained by the client from using the fruits of our creative processes, rather than simply on how long we work.

Day rate – an out-of-date term that use to signify the minimum amount a photographer would be paid when shooting for an editorial client, with additional money owed if multiple images were used or if images were used particularly large (see "space rate"). The term has come to mean the flat rate that photographers are offered for shooting for a publication, and disregards experience, ability, degree of difficulty, and benefit gained by the client. When being paid solely for our time, it can also lead to arguments over full and half days, and even hourly rates. Most day rates are barely enough to cover our CDB (see above), never mind make a profit. As professionals, we should be compensated for our creativity (see creative fee above) and for the benefit gained by our clients from using our images (see space rate below).

Paper trail – the collection of all documents generated for a given job. At the very least, the paper trail for assignments should include: estimate, contract, delivery memo, invoice and usage license, proof of payment, and terms & conditions. A paper trail for a stock sale (see below) would omit the estimate, and the contract and usage license might be one and the same, as you are not providing a service, merely licensing the use of an image. Appropriate pieces of the paper trail should be signed by both parties (contract, delivery memo, invoice) and the accumulated paper trail for every job should be archived for future reference. See the EP website, www.editorialphoto.com, for a complete example.

Space rate – a rate of compensation tied to how much space (1/4 page, full page, etc.) our photos occupy and preferred by photographers as our compensation is directly tied to the benefit gained by a client from using our images. Editorial assignments all used to be billed with the day rate (see above) as a guaranteed minimum against the space rate. In other words, if the day rate were \$650, but the publication ran one photo at half page size worth \$500 and a second photo at quarter page size worth \$300, then the photographer would be due an additional \$150 ($500+300-650=150$) upon publication. In a system where advertising rates are billed based upon how large an ad runs, it is only fair that

photographers also be paid for how large a photo runs. If a client gets more benefit by running the image larger, then the photographer should be compensated accordingly.

Spec – abbreviation for speculation, as in "shooting on spec" and means agreeing to create images to a client's specific terms, without a contract or a guarantee of payment. While there is nothing wrong with shooting images to build a stock library (see below) and submitting those for consideration, photographers should not allow a potential client's current requirements to dictate the shoot at the expense of variety and potential future sales, without a guarantee of payment (see "assignment" above). If a client wants or needs specific images badly enough, they will give out an assignment. Shooting on spec rarely turns a profit as the photographer must also cover all the expenses, rather than being paid an assignment fee plus expenses as a minimum against space rate (see above).

Stock sale – the licensing of an image from a pre-existing collection of images, or stock. Stock images may be generated by shooting assignments, or they may be created by the photographer specifically for building a stock library. Residual income generated from stock sales is one of the primary reasons for photographers to retain the copyright to their images. A single image may be re-licensed again and again over the years as a stock image, thereby resulting in thousands of dollars for the photographer and his or her heirs.

Terms & Conditions – this is the "fine print", the collection of conditions under which you agree to do business with other parties. Your Terms & Conditions should be clearly stated and included on all parts of the paper trail (see above). Therefore, by signing and agreeing to your contract, for instance, a client also agrees to various conditions such as paying within thirty days, or being responsible for your original images while they are in their possession. See the EP website, www.editorialphoto.com, for a complete example.

Unauthorized use – the use of an image for which a specific license has not been granted. Remember, a use must be specifically granted, otherwise it remains with the copyright holder. The law is very clear: it is up to the end-user to obtain a license to use a copyrighted work before doing so, otherwise the use is unauthorized.

Usage – how, where, and for how long a copyrighted work has been licensed to an end-user by the copyright holder.

Work-for-Hire – a contract term which signifies that all work being done under the contract becomes the property of the person paying for it, not of the creator. It converts the creator's status from independent contractor (see above) to employee. It is an "employee-for-a-day" status, yet almost always fails to compensate for employment taxes, liability coverage, and employee benefits like insurance programs, bonuses, and retirement programs that the photographer must continue to supply for him/herself. Being self-employed and therefore responsible for all of our own overhead, as well as our own insurance and retirement programs, freelance photographers need to retain control of our copyrights to provide future income and should therefore think carefully before agreeing to any contract which stipulates work-for-hire, all-rights, or rights transfer.

See the full list of contract terms on the EP website at www.editorialphotographers.com.



Cost of Doing Business (CDB) Worksheet

Your CDB is determined by your overhead which is the amount of money that your business must pay out every year, just to be open for business, regardless of the number of clients you serve. To get to your daily CDB, divide your total overhead by the number 250. 250 days is a number that regular, salaried employees can understand (52 weeks x 5 days/wk. – 2 weeks vacation), although even their number is more like 230 once you figure holidays and paid sick days. To be more realistic, divide your overhead by the number of days you can shoot, and bill for, in a year and still leave room for the non-billable time that must be expended for every shoot, like prep days and sorting film, as well as all the other things you must do to run a business like marketing/advertising, bookkeeping, image management, etc. 100 days is pretty optimistic when these factors are taken into account. Remember, overhead isn't based on the number of clients you have and shouldn't include anything that you bill to a client. Overhead are your "back of the house" expenses only. Some people include their own salaries in their overhead, others choose not to. If you don't include salary, do not forget it in the end. If you work only to cover your overhead and omit salary, you will have nothing left with which to pay rent or mortgage, buy food or clothes, entertain your family, travel, etc. Salary is what provides for the cost of living for you and your family and is why we're all ultimately in business.

For a more detailed example, and to see how overhead and CDB has increased over time, go to <http://www.editorialphotographers.com/cgi-bin/stats/calculate.cgi> Meanwhile, take the worksheet on the following page home with you and use your own numbers to fill in the blanks. When you arrive at your daily Cost-of-Doing-Business, remember this number. The next time you are asked if you'd like to, "make a quick hundred bucks shooting this little thing I need photographed," ask yourself if you will actually make money on the job. Would your time be better spent shooting new work for your portfolio or marketing to clients who have higher budgets? At the very least, you owe it to yourself, and to your profession, to say to a client with a very small budget that you understand their limitations, but that such an amount doesn't enable you to cover your overhead for the day and that working for a loss is simply a poor business decision. True, there is value in experience, especially when you're first starting out. But that value only takes you so far as you cannot spend experience or exposure to pay your rent or buy your film. By working for a loss that one day, are you giving up the opportunity to work for, or make a new contact with, a better paying client down the road? More importantly, by agreeing to work for a loss once, are you setting yourself up to do it again in the future? Are your services really worth so little that you can afford to subsidize your client by working at a loss? At the very least, ask for enough money to pay your business, and pay yourself, for the day's work. After all, isn't that the whole point?

Let's look at the numbers...



<u>Category</u>	<u>'00 Average from EP survey</u>	<u>Your costs / year</u>
Office or studio rent	\$6298.01/yr.	\$
Phone, fax, page, cell	2909.62	
Advert. / promo	5761.63	
Photo equipment	5108.78	
Computer/imaging eqpt.	4260.42	
Dues/subscriptions	1041.99	
Health insurance	2600.24	
Other insurance – business, eqpt., liability, disability, etc.	2107.42	
Prof. Services – legal, CPA	1830.32	
Utilities	1037.25	
Repairs	650.28	
Car/truck expenses	4583.81	
Office supplies	2491.64	
Photo supplies (not billable)	2991.34	
Postage / shipping	1453.85	
Payroll / office asst.	5228.51	
Retirement account	4686.03	+
= Total Overhead	= \$55041.11 / year	= /yr.
CDB/day at 250 days?	= \$220.16 / dy.	÷ 250= /dy.
At 100 days?	= \$550.41 / dy.	÷ 100= /dy.
Your desired salary / year?		\$ /yr.
Your CDB with salary?	Overhead+salary/250 days?	÷ 250= /dy.
	Overhead+salary/100 days?	÷ 100= /dy.

Copyright Protections for Photographers

Copyright is the legal concept that once an original expression of a creative process is fixed in a tangible medium, like a photograph on film, that expression belongs to the creator who has the exclusive right to control and authorize its reproduction, distribution, public display, or performance. Copyright is the single greatest protection that any creator of intellectual property has at their disposal. It is what allows us to control the use of, and to profit from, the fruits of our creative efforts and to enforce certain claims against even much larger corporations. Copyright is not intended to stifle the sharing of information, merely to guarantee that the creators of that information have a right to make a decent living. There are plenty of exceptions to copyright protection written into the laws which guarantee the free exchange of information for academics, research, news, teaching, and other legitimate intellectual pursuits.

Articles, photographs, and music on the internet and in other digital formats are all covered by the same copyright protections as more traditional printed, displayed, or performed creative works. Now that the Web has become an open worldwide marketplace, it needs to be moderated by the same controls that guide commerce and advertising in other venues. In a free market economy, the right to buy and sell goods lies with the owners of those goods, not just anyone who happens to find them lying around. For example, when you walk by a grocery store with displays of goods both inside and outside, you know that the outside displays are there to attract your attention with the implication that you should come inside and buy something. They are not implying that you may just take an apple and walk away— that would be stealing. Likewise, by posting copyrighted information on the Web, we are putting it out there with the intention of it being looked at and perhaps purchased, but not stolen.

End-users of copyrighted material have the legal responsibility to obtain permission to use the work before doing so, and this permission is granted with a usage license from the copyright holder. A usage license is merely a simple contract which grants to a certain user the right to use a work in a certain way, in a certain place, for a certain period of time. A license for a photograph should specifically state who the user is, how large the image may be used, how many times, in what specific media format(s), and for how long. Any uses not specifically granted in a license remain with the copyright holder, by law.

With this tremendous power of copyright, however, also comes the responsibility to use it wisely. While work is technically protected from the moment of creation, in order to actively enforce the law, copyright holders must register their works with the Copyright Office. The US Copyright Office is a division of the Library of Congress and, as such, is much less intimidating, and much more helpful, than other government agencies. Registering your work is a simple but vital responsibility to enjoy the right of copyright protection.

There are many great websites where you can look up information about copyright – everything from basic definitions, to how-to-register, to cross-referenced legal precedents. When you have a copyright question, first start by looking at the copyright section of the EP website: www.editorialphoto.com/copyright. Many hours of accumulated experience is written out there for you to browse through, as well as information contributed by legal experts. If you can't find your answers there, then try the Copyright Office's website at: www.loc.gov/copyright.

Photographers Alan, Bob, & Charlene

Photographers All-Rights Alan, Bothers-but-Busy Bob, & Copyright-Savvy Charlene all work in the same city and share a similar mix of clients: both large and small editorial clients, some corporate, some stock sales, and an occasional small advertising gig. All-Rights Alan worries only about where his next assignment is coming from and doesn't care who's paying the bill, how his images are being used, or if they ever make him another dime. He covers himself with the bare minimum paperwork, but works for the day rate that's offered and wonders why he can never quite seem to get a leg up the bills or boost his net income year to year. Bothers-but-Busy Bob understands that his images have value and that residual sales can generate thousands of dollars a year for his business, but he too rushes from day to day, shooting on the fly for his clients so he can cram in more shoots per year. He sells some stock and knows he should register his images with the Copyright Office, but doesn't know where to start with over 25,000 images in his files. Besides, a copyright infringement case won't happen to him as he's not afraid to stand up for himself. Finally, Copyright-Savvy Charlene also understands the value of quality images to her clients and believes that she should be paid fairly based upon their use: just as corporate or advertising uses justify higher fees, so too do multiple or larger uses of editorial images. She owns a modest home, provides for her family, is covered by health and liability insurance, and rewards herself with shooting a personal project at least once a year. She earns a nice bonus income from residual sales, both through reprints and through stock sales, and so she protects that income by registering her copyrights regularly.

Let's look at a couple of hypothetical, but realistic, situations and see how each would fare. As we go through these examples, try to honestly identify yourself and your practices with one of the three. Do any of these situations sound familiar to you?

Example #1

A nationally distributed general interest magazine contacts the photographers for a shoot in their area. The subject is a local amusement park with its family-owned and family-themed entertainment for the magazine's travel section. The story is planned to run 2-3 pages, with two, maybe three photos. The AD offers some criteria, including an environmental portrait of the current owner and his family, and a night shot to show the beautifully lit historic Ferris wheel, as well as a selection of images to show other rides, games, and families enjoying themselves. The day rate offered is \$450, plus expenses, with the total budget not to exceed \$750. Their contract uses language like "non-exclusive right to publish, reproduce, or distribute. . ." and, "...may exercise, by itself or through third parties, the rights granted herein in any form in which the Works may be published, reproduced, distributed, performed, displayed or transmitted, including by not limited to, electronic and optical versions and in any other media now in existence or hereafter developed, in whole or in part", yet it also clearly states that the photographer retains the right of re-sale to all the images, and claims only "non-exclusive" use.

Alan accepts the offer as is and signs the offered contract. \$450 is his standard asking rate for editorial work, so he sees nothing wrong with the terms and therefore barely glances at the contract. In order to get the portrait, the general shots, and the night shot, Alan leaves his office at 7:30am to arrive at 8:00 to set up and shoot the family portrait before the park opens at 10:00. He then shoots throughout the day, takes meal breaks, and stays to shoot the Ferris wheel at dusk, finally arriving back home about 9pm. For his 13 1/2 hour day, Alan bills a \$450 day rate, plus \$23 each for 12 rolls of E6, plus \$15 for meals = **\$741**.

Bob looks up the circulation (1 million) and ad rate (\$45K) of the magazine in question and notices that they have a website as well, which sells advertisements. In glancing through the contract, he sees that images may be used on the website, but that he'll still retain the right of resale. He calls the AD back and, citing circulation, ad rate, and web use, asks for \$650 but settles for \$550. He also asks for a space rate but is told that that isn't the way they do things at National General Interest Monthly as they are paying for the initial photography and should be able to use the images however they want the first time. Still, he will certainly retain the right to re-sell his own images and these should be great general interest stock shots that will probably re-sell several times. Figuring he'll make it up on the stock sales as the client is only claiming "non-exclusive" rights, Bob signs the contract, does the shoot in the same 13 1/2 hours, and bills \$550 + F&P + meals = **\$841**.

Charlene also looks up the circulation and ad rate and also carefully reads the contract. She doesn't like the "right to publish, reproduce, or distribute" clause as that might include foreign additions, sister publications, or even reprints to the owner of the amusement park for advertising uses. Yes, she retains her right to re-sell the images, but the magazine also has this right leading to a situation where she could possibly be competing with the magazine for a resale of one of her own images! She calls the AD back and, citing their size and ad rate and all the additional uses, quotes a fee of \$1600, with no reprint rights included. When the AD chokes, Charlene asks if they intend to run the story in a sister publication and when told no, she offers to reduce the rate to \$1300, with no third party rights. She then asks about the website and is told that must be included. She then offers to reduce the rate further if the magazine will pay her a space rate. In fact, if the magazine is willing to pay her space rates based on how much they like her images, she will take the risk and will gladly shoot for \$650 for one-time, N.A., print rights, + \$175 for concurrent web use, or roughly half of the original estimate just because the magazine has more specifically defined its needs. The AD asks about archiving on the web and about using the same image twice in print, as in the TOC, and Charlene offers to throw in a one year web archive plus a spot TOC use for another \$75, bringing the total to \$900, against space. The AD grumbles about Charlene being the only person who's ever had a problem with the contract, but likes Charlene's work and so agrees to the terms. After all, the assignment fee is only several hundred dollars more than originally offered, and archived web use, plus a TOC use, is included. These extra uses will make the AD look good to the editors and will simplify life for the web design team. Charlene signs the amended contract, does the shoot, and bills \$900 + F&P + meals = **\$1191**.

Example #2

When the issue of National General Interest Monthly comes out, the story has run larger than anticipated because of the great photos and because the ad department was able to sell several ads to travel companies based on this great story about a family-oriented travel getaway. They have used one full pg. photo, two halves, two quarters, and one spot photo in the TOC. An excerpt from the story also appears on their website with one of the travel companies having bought a small ad on the web as well. Also, a company that builds authentic looking, but safer, faux wooden rollercoasters sees the story, recognizes the park as a client, and wonders if there are any pictures of their recently-installed rollercoaster, even though they didn't run in the story. And lastly, the owner of the amusement park sees his attendance jump 10% in the weeks following the story and wonders if he shouldn't get some copies of the story and mail them out to his target audience in another 6-8 weeks and thereby get another pop in attendance.

Alan gets his tearsheets from the magazine and recognizes that they ran more images than originally intended. Still, he was paid his money and has since shot seven more jobs in the

ensuing months. When the rollercoaster company calls him, having gotten his name from the credit in the magazine, and asks about shots of the faux-wood rollercoaster, Alan remembers having those shots but can't find them. Only then does he realize that he sent the best ones to the magazine client and hasn't received them, or any of his shots, back yet. When he tells the caller this, they say, "Oh, well we'll just call the magazine then," and they hang up before Alan can get any contact info. The magazine does what is perfectly within their right and returns Alan's original film, but makes a stock sale to the rollercoaster company for use in a brochure and charges \$600 for that use, delivering a digital file made from Alan's originals, and thereby paying for a large portion of the entire original photo shoot. Finally, when the owner of the amusement park calls the magazine to discuss 5,000 reprints for a targeted mailing, the reprint department negotiates a fee which doesn't include paying Alan. **Alan's gross billing from the shoot and residuals is: \$741 + \$0 = \$741.**

Bob gets his tearsheets and also sees the extra space used by the images, as well as noticing the 3 full page ads from the travel companies spaced within the story itself. He checks the website to see if they used any of his images and sees part of the story reproduced there, as well as the additional ad. He feels a little bitter that the magazine earned an additional \$135,000 from placing print ads within the story he shot, plus extra for the web ad, yet he still got paid the same \$550. But, Bob's paperwork is in order so he knows to call for the return of his images when they haven't yet showed up several weeks after publication. Therefore, when the rollercoaster company calls for the stock shots, Bob can submit some images and he makes the \$600 sale. Yet, when the reprint for the amusement park comes up, Bob is once again left in the dark as the magazine has contracted for "the right to publish, reproduce, or distribute " and so they negotiate reprints that do not include a fee to Bob. Neither Bob nor Alan ever even realize their images were reused. **Bob's gross billing is: \$841 + \$600 = \$1441.**

Charlene also gets tearsheets and applies the space rates she's negotiated for just such an occurrence: \$325 for each 1/4 pg., \$520 for each 1/2 pg., and \$925 for a full page for a total of \$2615; less the original assignment fee of \$650+\$75 for the re-use in the TOC = \$2615 – 725 or an additional \$1890 worth of printed space rate due on publication. In return, the magazine has sold \$135,000 worth of print ad space. The magazine bought a good deal when they paid just \$175 for concurrent web use plus a portion of a small \$75 fee for archiving for a year, so they have already easily recouped that \$250 fee with a single web ad sale to the travel company, who may even continue their presence throughout the year's archive for additional income for the magazine. Charlene also captures the \$600 stock sale for the rollercoaster brochure, and, when the issue of reprints comes up, because she has eliminated reprints and third party rights from the contract, she is called by the magazine to see what she would charge for reusing her images in 5000 reprints. Going to her reference books and the EP Estimator at www.editorialphoto.com/contracts/estimator, and knowing the value of those reprints as an advertising tool for the amusement park, and as a revenue source for the magazine, Charlene quotes \$1171 for each of the 1/4 pg. shots, \$1522 for the halves, and \$2694 for the full pg. or a total of \$8080. She offers all of them together for a package price of \$7500. The reprint department contacts the amusement park owner who expresses dismay at the price, so Charlene and the reprints manager negotiate a deal whereby the magazine will reproduce the entire story, but only use the full page and one of the half page images, removing the rest. Charlene charges full price for these two uses and gets a total of \$4216. **Charlene's gross billing from the shoot and residual sales is: \$1191 + 1890 + 600 + 4216 = \$7897.**

Example #3

Because Charlene is able to afford to shoot one large personal project each year, she travels occasionally. Later that year, she travels overseas to record crumbling Gothic architecture, a personal interest. On her plane flight, she picks up a magazine from the flight attendant and is surprised to see three of her images, along with a rewritten version of the amusement park story, in a business magazine that is promoting the virtues of family-run businesses. When she checks the masthead, she recognizes the name of the publisher as being the same as that of National General Interest Monthly. In spite of their promise not to do so, and in spite of the usage license stating, "one-time, N.A. print rights only, plus one year archived web use, with no reprints, re-uses, or third party rights of any kind," the magazine has nevertheless shared Charlene's images with a sister publication. Charlene takes the magazine with her and, upon returning home, calls the AD of the business magazine who confirms he got the story and images from NGIM. When she explains that reuses were not included in the original terms, the AD offers to pay her stock rates totaling about \$250 as, "you've already been paid once by NGIM."

Now, if this were Alan or Bob, they would have little recourse but to accept the offer because they never bother to register their copyrights. Sure, they could decline the offer and threaten court, but they'd have a hard time finding an attorney willing to take a case where the images weren't registered and besides, the most they would be entitled to would be actual damages, or maybe about \$500. Either might counter offer at \$500, accept \$325, and be done with it. But because Charlene registers her copyrights before the images leave her office, and because she has a good, complete paper trail that grants specific, limited uses, Charlene can claim copyright infringement. Her Terms & Conditions stipulate 3 times normal charges for unauthorized usage, so she sends an invoice for \$1500, along with copies of both the registration certificate and the original usage license. After checking with the legal department, the AD signs off on the bill and forwards it to accounting for payment. **Charlene's gross billing from the shoot, residual sales, and penalties is now: \$7897 + \$1500 = \$9397.**

While these hypothetical examples are ones in which the stars aligned just right for Charlene, the point here is that these residual sales do happen all the time, and that publishers are treating them as important sources of revenue, as should we. Notice that Charlene didn't attempt to gouge the magazine, nor did she ask to be compensated for instances where the magazine didn't also make additional revenue. In fact, she was paid just \$100 more than Bob for the original assignment fee, yet she asked for, and collected, revenue for web use (offset by the sales of web advertising), revenue for additional space rate (offset by additional ad sales), and revenue for reprint usage (offset by the sale of the reprint). She also preferred not to compete with herself for her own stock sales and so negotiated that clause out of the contract.

Remember, the only way you can access this additional revenue is by 1) asking to be paid fees that are commensurate with usage; and 2) registering and protecting your copyright to your own images in order to safeguard your own potential revenue sources.

