

[DATE]

[NAME]
[ADDRESS]
[PHONE]
[EMAIL]

Dear [NAME]:

This letter shall confirm the agreement between you and [PRODUCTION COMPANY] ("we", "us", "our", "[PRODUCTION COMPANY]") with respect to the photographs that we commissioned you to create (the "Work(s)") on [DATE COMMISSIONED] in connection with the television program entitled "[TITLE]" (the "Program"), as set forth below.

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree that all of the results and proceeds of the commissioned services rendered by you in connection with the Work(s) (including, without limitation, all negatives and contact sheets) shall be considered a "work made for hire" within the meaning of the Copyright Act of 1976, such that [PRODUCTION COMPANY] shall be deemed sole author and sole owner of all rights in perpetuity, including all worldwide rights of copyright and all extensions and renewals thereof in and to the Works. To the extent the Work(s) are not deemed "works made for hire" owned solely by [PRODUCTION COMPANY], then you hereby irrevocably assign to [PRODUCTION COMPANY] all worldwide rights of copyright in and to the Work(s) and all renewals, extensions and reversions thereof, in perpetuity. Without limiting the generality of the foregoing, Temple, its licensees and assigns shall have the irrevocable and perpetual right to use and reproduce the Work(s) in the Program, to sell, distribute, broadcast, transmit or otherwise exploit the Work(s) throughout the universe in any format or medium now known or hereafter devised, including without limitation, via cable, the internet, electronic media or other direct transmission to the consumer over wire or through the air. You further acknowledge that we will have the right to use and reproduce the Work(s), in whole or in part, in advertisements relating to the Program and Temple and in all publicity and promotional materials used in connection with marketing and promoting the Program and [PRODUCTION COMPANY], in any format or medium now known or hereafter devised.
2. You will not receive any additional consideration or compensation in connection with the reproduction, use or exploitation of the Work(s) unless otherwise agreed by us in a written instrument signed by you and by us.
3. You will create the Work(s) in accordance with the plans, directions, and concept selected or approved by us.
4. You will deliver the Work(s) including all materials or other property constituting any part of or derived from the Work(s) on or before [DATE OF REQUIRED DELIVERY] for our approval. In addition, you will simultaneously deliver to us all releases, licenses, approvals, and consents, if any, required by us for the production and unfettered use of the Work(s).
5. Without limiting the generality of the foregoing, [PRODUCTION COMPANY], its licensees and assigns shall have the right to edit and/or modify the Work(s) in our sole discretion without any liability or obligation to you.

6. (a) Except as expressly provided herein, you will not use, sell or disseminate the Work(s) or authorize any other person or entity to use or publish the Work(s) in any manner without our prior written consent in each instance.

(b) Notwithstanding the foregoing, you may use the Work(s) in printed matter, tape, or film prepared and used by you for the sole purpose of advertising or publicizing your work as an artist.

(c) You will not have the right to make any use of the Work(s) under subparagraph 6(b) unless you comply with the following conditions:

(i) You will obtain the prior written consent of every person who appears in the Work(s), and each and every other person or entity whose permission may be required for the use concerned; and

(ii) You will cause our copyright notice to be affixed to each reproduction of the Work(s) which you make or authorize hereunder (e.g. © 201__**[PRODUCTION COMPANY]**).

7. You warrant and represent that you have the authority to enter into this agreement; that you have secured any and all necessary permissions and consents to grant the rights granted to **[PRODUCTION COMPANY]** herein; and that the rights granted herein are free and clear of any and all third party claims and shall not infringe upon the rights of any person. You agree to indemnify and hold harmless **[PRODUCTION COMPANY]**, and all of **[PRODUCTION COMPANY]** directors, officers, employees, licensees, successors and assigns, from any liability, loss, or damage arising out of any claim that is inconsistent with any of the foregoing warranties and representations.
8. You will acknowledge and agree that our use of the Work(s) involves a unique, irreplaceable and extraordinary right and that any actual or threatened unauthorized use will cause us immediate and irreparable injury, which cannot be adequately compensated by damages. Therefore, we will be entitled to injunctive relief against you to enforce the provisions of this agreement.
9. This agreement contains the entire understanding of the parties and will be governed by the laws of the **[STATE]** applicable to contracts entered into in **[STATE]** and entirely performed there. No change of this agreement will be binding upon you or us unless it is made by an instrument signed by you and by an authorized signatory of us. We may assign our rights under this agreement in whole or in part. You may not assign any of your rights or obligations under this agreement. You will perform this agreement as an independent contractor and not as our agent or employee.

Please indicate your acceptance of the foregoing by signing in the space provided below and returning a signed copy of this letter to our office. Thank you for your kind cooperation.

Best regards,

[**PRODUCTION COMPANY**]

By:

ACCEPTED AND AGREED TO:

An authorized signatory

Print name