

# RED COVER

PICTURE LIBRARY

interiors + lifestyle gardens food

## PHOTOGRAPHER'S REPRESENTATION AGREEMENT

### **BETWEEN**

**1 PHOTOGRAPHER** [name and address of Photographer, Telephone (including mobile) and email]

("the Photographer"/ "You") which expression shall, where the context admits, include the photographer's executors, administrators, heirs and assigns or successors in business.

**Please note that the Library will contact you at the address and on the telephone numbers shown here unless you have given any other information. As rights requests are often urgent, you should notify the Library of any change of contact details, however temporary.**

(Photographer's VAT Number (if appropriate))

**2 RED COVER PICTURE LIBRARY**, 19 Britton St, London, UK, EC1M 5NZ,

T 0044 (0) 2076080177/ F 0044 (0) 2075537662, [info@redcover.com](mailto:info@redcover.com)

("The Library"/ "We"/ "Us") which expression shall, where the context admits, include the Library's executors, administrators, heirs and assigns or successors in business.

### **Special Terms**

**Territory:** United Kingdom/Europe/USA/ World [excluding ].

**Initial Duration:** [TBA]

**Agency** (see clause 5) **Sole** (we are the only appointed agent for the Images)  
**Exclusive** (we are the only licensee of the Images)  
**Non Exclusive** (we, you and any other agent notified to us are the only licensees of the Images- See Clause 2)

**Fee %** (see clause 8) [TBA]

### **Any Other Special Terms**

**-Expenses**, (e.g. scanning and any other services chargeable - see clauses 5.4, 12.2 and 15.3.4) All scanning costs to be charged to the Photographer to be paid within 30 days of receipt of invoice.

- See clause 16.1

-If source fails to adhere to clause 2.2 Agent will contact source to notify of possible charges. No work will be undertaken until both parties have agreed in writing. A full invoice will be supplied upon completion.

**-Subject exclusivity** (See Clause 6.1)

We agree to the attached terms:

DATED

DATED

SIGNED .....

SIGNED .....

**The Photographer**

**Red Cover**

# RED COVER

PICTURE LIBRARY

interiors + lifestyle gardens food

## THE AGREED TERMS:

### 1. APPOINTMENT

The Photographer wishes to appoint The Library to exploit all rights in the Images throughout the Territory in all media.

### 2. THE IMAGES

#### 2.1 "Images" means

Any photographic material, including transparencies, negatives, prints or any physical or electronic material including captions and other rights management information which at any time during the term of this agreement You deposit with The Library.

2.2 You undertake to deliver the Images correctly to The Library (see schedule A).

2.3 The Images remain Your Property and You should, at Your discretion, insure their replacement value. While proper care will be taken of the Images, The Library shall not be responsible for any loss or damage to the Images however caused.

2.4 The Library may at any time return Images which it considers outdated or surplus to its requirements and any such material will no longer form part of the Agreement.

2.5 You shall bear all costs of the delivery of the Images to the Library's office and delivery of any rejected material to Your offices/studio/home.

### 3. WARRANTIES

You warrant that :-

3.1 The Images are and will be Your original work;

3.2 All captions, key words or rights management information pertaining to the Images are and will remain full and accurate and all duplicate Images must be identified as such;

3.3 You are and will remain during the term of this Agreement, the exclusive owner of the whole copyright in the Images;

3.4 You are the exclusive owner of the rights to grant, market, license, sell or assign all rights in the Images, including but not limited to the rights to grant reproduction rights in the Images for print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, to make the Images available on electronic equipment, CD-ROM, DVD and other similar

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

media or via the Internet, and to include them in any catalogue, Internet sites or marketing in any form ("the Rights");

- 3.5 You hold all permissions needed for the exploitation by third parties of the Rights, including, without limitation, from subjects or owners of products or property depicted in the Images and/or original clients for whom the Images may have been created. Any exercise by The Library of the Rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the Images), in particular with regard to laws relating to trade mark, copyright, privacy, publicity and defamation within the UK, USA or elsewhere;
- 3.6 You have not entered into any agreement in respect to the Images deposited with the Library which would adversely affect the Rights **EXCEPT** arrangements and restrictions specifically noted to the Library and set out in each Red Cover Submission Form;
- 3.7 There are and will be no claims by any other party in connection with the use or reproduction of any of the Images;
- 3.8 You will maintain accurate records and send the Library copies of all rights granted by You in any of the Images;
- 3.9 You will reply to any requests by the Library for information or rights clearances within 5 days of the request.

#### 4. **INDEMNITIES**

You will indemnify, defend (at the request of the Library) and hold the Library and its sub-licensees and assigns harmless against any prejudice, damage, liability or costs (including reasonable lawyers' fees) which any of the indemnified parties incur arising from or in respect of any claim that there has been a breach of Your representations and warranties in this Agreement. This paragraph will remain in force after the termination or expiration of this Agreement.

#### 5. **RIGHTS**

- 5.1 You hereby appoint the Library as Your [exclusive] licensee to exploit all Rights in the Images in the Territory in all media whether current or yet to be developed.
- 5.2 For the avoidance of doubt, if the Territory is not the World, the Library may grant any Rights, including world-wide Rights to clients within the Territory.
- 5.3 Unless otherwise notified in advance and set out in each Red Cover Submission Form, the Library has full authority to negotiate all terms of commissions and licences and reproduction rights in the Images including the fee, duration and scope of any licence. You authorise the Library to agree to any cropping, manipulation, combining and creation of derivative images and also the

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

negotiation of credit lines. The Library is free to negotiate licences for terms capable of exceeding the Duration of this Agreement.

- 5.4 For the avoidance of doubt, the Library has the right to scan any Images (which are not submitted electronically) for the purpose of storing and delivering them digitally to clients or contracted agents. The Library reserves the right to charge You the cost (plus VAT if applicable) of scanning Your Images any such charge to be agreed with You in advance in the Special Terms or otherwise.

### 6. **EXCLUSIVITY**

- 6.1 Images contained within this agreement are exclusive to the Library unless stated otherwise specified in the Special Terms.
- 6.2 If You place any images owned by You which are represented by the Library with any other agency, then You will forthwith notify us of the name of the picture library or agency, the territory and whether the images have been placed exclusively or non exclusively and, if our agreement is non exclusive with respect to any Image, whether any of the images have also been placed with the Library.
- 6.3 You undertake not to authorize, license, assign or permit any party to use the Images or any images confusingly similar to them including outtakes or images showing similar subject matter which for any reason may cause confusion or may derogate from the Rights nor to exercise any of the Rights in any way which would conflict with the Library's exercise of the Rights or the commercial exploitation of any of the Images.

### 7. **APPOINTMENT**

- 7.1 The Library shall act as Your independent licensee in respect of the Images and does not act as an agent. The Library will invoice in respect of all commissions or licenses granted.
- 7.2 The Library reserves the right to use subagents or licensees in overseas territories or to sublicense Your work through portals or other such electronic agencies and to negotiate commission payable to such agencies.

### 8. **FEE**

- 8.1 For the purposes of this clause;
- 8.1.1 "Fee" means the proportion of the Net Revenue which the Library will pay You under this Agreement.
- 8.1.2 "Net Revenue" means the gross income derived from the exploitation of the Rights, less

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

- 8.1.2.1 Any amounts deducted by subagents or licensees, whether overseas or electronic;
- 8.1.2.2 Expenses paid by the client;
- 8.1.2.3 Value Added Tax [where applicable].
- 8.1.2.4 Any Additional expenses (see special terms)

### 8.2 The Library shall pay you as Fee

- 8.2.1 The proportion of the Net Revenue specified in the Special Terms as Fee; plus
- 8.2.2 You must inform the Library whether You are registered for VAT and must inform the Library if at any time the position changes.

## 9. PAYMENT

- 9.1 All payments will be made in Pounds Sterling.
- 9.2 The Library will provide You no later than 30 days after the end of each quarter with a statement setting out all payments received for use of the Images in the preceding quarter and will pay You all monies due.
- 9.3 Monthly statements will be sent out regardless of the level of sales.

## 10. BOOKS AND RECORDS

You or Your [professionally qualified] financial adviser shall be entitled to inspect the books and records of the Library relating only to the Images at the offices of the Library during normal business hours provided You give reasonable notice of at least seven days to the Library and there is no more than one inspection in any calendar year. The Library shall forthwith pay You any sums found due on such examination.

## 11. NON RESIDENCE

If You are resident outside the United Kingdom, You and the Library will negotiate with a view to obtaining a certificate of non residence so that any commission payable by the Library to You may be remitted without deduction of income tax or withholding tax. Unless such a certificate is obtained the Library may deduct appropriate withholding tax from all monies paid to You.

## 12. ADVERTISING AND PROMOTION

- 12.1 You agree that the Images may be used at the Library's option without charge in any catalogue, CD-ROM or website, advertising or PR activities designed to

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

promote either You or the Library and agree that any such promotional items may be distributed by the Library worldwide for up to 10 years, notwithstanding the earlier termination of the Agreement for any reason.

- 12.2 The Library agrees that the Images may be used on Your own website or in Your own portfolio. However, the Images cannot be used for any other purpose without prior discussion with the library.

### 13. LOSS OF IMAGES

In case of any loss, damage or destruction to any physical Images, any revenue that is received either by You or the Library by way of compensation, damages or otherwise from any third party shall, after deduction of legal costs and expenses, be shared between the Library and You in the proportions in which Net Revenue is split between us as specified in the Special Terms.

### 14. LITIGATION

Each party shall promptly inform the other of any actual or suspected infringement of copyright, loss of Images, breach of moral rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Images. You and the Library shall negotiate in good faith with a view to cooperating in any proposed legal proceedings but the Library shall be under no obligation to institute any legal proceedings nor take steps for the recovery of any fees payable in respect of use of the Images whether permitted or unauthorised.

### 15. DURATION

- 15.1 This Agreement shall continue for the Duration set out in the Special Terms and be automatically renewed thereafter until terminated by either party giving at least 6 months' written notice to the other. The termination shall not prejudice any licenses then existing or any negotiations which the Library has properly entered into with any third party prior to the date of termination.

- 15.2 Either party may terminate this Agreement immediately by notice in writing to the other if the other;

15.2.1 is declared bankrupt or goes into liquidation or receivership or an administrative receiver is appointed over all or any part of its assets or a meeting of creditors is called; or

15.2.2 breaches any terms of this Agreement which breach is not capable of effective remedy; or

15.2.3 breaches any term of this Agreement which is capable of remedy but which is not remedied within 30 days of the date of

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

the notice specifying the breach and requiring that party to comply with that term.

### 15.3 After termination;

15.3.1 no further licenses shall be granted, and

15.3.2 the Library shall return to You by a safe method affording proof of delivery any Images and any scans, prints or duplicates for which you have paid pursuant to clause 5.4 or 15.3.2, as soon as reasonably practical and at your charge. The Library will enclose a delivery note detailing and totaling the returned Images and will send a copy of that note by separate post, fax or email. All reasonable endeavors will be made by the Library to return the Images within 12 months of termination; and

15.3.3 the Library shall delete any digital images within 28 days.

15.3.4 If the Library has scanned or made prints or duplicates of any Images pursuant to Clause 5.4 above and has not charged You the cost then it will delete or destroy any such material within 28 days. However, the Library may, at its option, offer such material to you for purchase on payment to the Library of the cost of making the material.

### 16. FEES AFTER TERMINATION

16.1 Following termination for any reason, the Library shall be entitled to be paid by You its share of Net Revenue plus VAT on all exploitations of Rights negotiated during the term or on extensions or renewals thereof, irrespective of whether such income is received during the term or at any time thereafter and;

16.2 no further licences shall be granted.

### 17. FORCE MAJEURE

The Library shall have no liability for a failure to perform any of its obligations under this Agreement which is caused by reasons of *force majeure* i.e. an external event beyond the control of the Library. Events of *force majeure* include, but shall not be limited to, natural disasters, strikes, power failure, fire etc.

### 18. NOTICES

18.1 Any notice consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under this Agreement shall not be binding

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post or by electronic mail or facsimile transmission at its address as set out above or as otherwise notified in accordance with this clause.

- 18.2 Notice given personally shall be deemed given at the time of its delivery.
- 18.3 Notice sent by post in accordance with this sub-clause shall be deemed given at the commencement of business of the recipient on the second business day following its posting.
- 18.4 Notice sent by electronic mail or facsimile transmission in accordance with this sub-clause shall be deemed given at the time of its actual transmission provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient.

### 19. **CONFIDENTIALITY**

You undertake that You will treat as strictly confidential all commercial and confidential information concerning the business of the Library (which shall include, by way of example only, details of the Library's contacts and of the publications in which the Library secures publication of Your material) which comes into Your possession or knowledge by any means whatsoever, and You will not make any use of such information for Your own benefit nor disclose any such information to any third party without the prior written consent of the Library.

### 20. **ENTIRE UNDERSTANDING**

This Agreement supersedes any previous agreement between the parties relating to the Images and constitutes the entire understanding between the parties and is binding upon them, their executors, successors or assigns. It may not be varied except in writing signed by both parties.

### 21. **DISPUTES AND GOVERNING LAW**

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England and Wales. If any dispute shall arise between You and the Library in connection with or in relation to this Agreement the matter shall be resolved by the Courts of England and Wales.

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

### ADDENDUM

#### **Submissions:**

For your first submission we would ask you to supply the library with 100 images that you have prepared to our specifications (see attached schedule B). Thereafter we would ask you to let us know, to the best of your knowledge, how many images you would aim to submit to the library each quarter/year.

If you could agree to submit a specific number of images it will help us to predict how many images we will be receiving each year. We are contractually bound to provide our scanning house, Getty and other agents with a certain number of images per annum therefore this information would be very valuable to us.

Please ensure that all submission forms are completed and signed by either yourself or the writer **before** batches are submitted to us as we are unable to process a submission without all the correct information.

Please indicate on **all** submission forms who Red Cover should contact with any image queries or regarding updates on feature text or current owner information. The nominated person must also keep Red Cover up-to-date with Photographer and Writer/Stylist contact details if and when they change.

If Red Cover feels it would be more beneficial to market/edit your submitted features as single images rather than as a feature, it retains the right to do so.

Please note that transparencies which are accepted into the library will be re-mounted and bar-coded according to the Library's current archiving system.

#### **Split Commission:**

If a split commission is not clearly stated on **each** submission form, Red Cover cannot be held accountable for non-payments to the writer

#### **Writer's Payments:**

If you would like the library to arrange for a writer to write or rewrite a text for you please let us know. Writers are paid standard fees details of which are available through Red Cover.

#### **Scanning fees:**

All payments for scanning will either be deducted from your revenue, or, if there are no funds due to you at that point, we will send you an invoice which we would ask you to settle within 30 days of the invoice date. The fee is £2.50 per scan + VAT - £2.30 for scanning and 30p per image to cover the expense of a courier - if your images go directly through Red Cover. If you would rather send your images directly to our scanning house -providing you have signed a contract with Red Cover- you would also receive the special discounted rate.

DATED  
SIGNED .....  
**The Photographer**

DATED  
SIGNED .....  
**Red Cover**

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

### SCHEDULE A SUBMISSION GUIDELINES

#### GUIDELINES FOR SUBMITTING DIGITAL MATERIAL TO RED COVER

**Before you submit any digital images to the library please send a few sample high-resolution files on a CD following our guidelines below.**

**Please let us know the source of your digital file – i.e. is it scanned from film or shot with a digital camera -please state which model camera – this is very important as our technical requirements differ depending on the source of the file. Make sure you follow the appropriate section of our guidelines.**

- 1) **Initially** please submit your digital submissions as low-res JPEG files, A5 (210 x 148mm approx.) size at 72dpi. This makes it quicker and easier for us to select the images we would like to have in the library. Make sure you separate into folders, files from different origins i.e. digitally captured images, different cameras used, scans from film.

Each submission will be registered and a submission reference will be assigned. We will then let you know which images we have chosen and ask you to send them to us in high-res format. **You *must* quote the assigned submission reference when submitting your chosen high-res images.**

**You can send high-res files along with low res. but please burn high-res files on a separate CD and mark it clearly.**

- 2) Once images are chosen from your submission we ask contributors to supply digital files according to our standards which are rigorous but ultimately un-negotiable.

**a) For those who shoot on film and then scan:**

- File size – 48-55MB, embedded resolution 300dpi.
- File Format – uncompressed tiff, 8 bits/channel, Byte order - PC. Make sure that file extension **tiff** is in low case.
- Colour profile – embedded Adobe RGB 1998. You should set RGB values with black point of no less than 3 and white point of no more than 252 in Output Levels box in Levels Palette Window. It should be done at the stage of Photoshop editing and it ensures that extreme highlight and shadow detail will keep all the information needed to print image at the best possible quality. It also will reduce the possibility of colour banding and clipping within the file.
- Please, take care of histogram, colour balance.  
**NOTE:** There is a useful shortcut in Photoshop: open histogram window, hold down the Option (on Mac) or Alt (on PC) key while you click on the white or black point slider, it will show you which pixels have been clipped (meaning – colour data has been lost) and in which colour channel.
- Image should be spotted at 100% magnification.
- Transparencies should be scanned on Drum scanner or professional equivalent (Imacon) with no USM applied.

**b. For those who shoot digitally:**

Please supply images with the same pixel dimensions as they have when they come out of your camera. This is so that we effectively have a digital negative and can resize or interpolate them as necessary. Digital capture files must be from a camera

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

that can produce (after conversion) tiff files of at least 30Mb but we will accept files from a few approved models like Canon 1D Mark II which produces a 23.5 MB file. Refer to the shortlist of approved cameras. You must shoot at RAW format and then convert images into TIFF in 3rd party software like Photoshop CS and above or Phase 1 Capture 1. That will ensure the quality.

### **Please do not resize or interpolate files while converting.**

- File size – 30 MB at least, embedded resolution 300 dpi.
- File Format – uncompressed tiff, 8 bits/channel, Byte order - PC.
- Make sure that file extension **tiff** is in low case.
- Colour profile – embedded Adobe RGB 1998. You should set RGB values with black point of no less than 3 and white point of no more than 252. It should be done at the stage of Photoshop editing and it ensures that extreme highlight and shadow detail will keep all the information needed to print image at the best possible quality. It also will reduce the possibility of colour banding and clipping within the file.
- Please, take care of histogram, colour balance.  
**NOTE:** There is a useful shortcut in Photoshop: open histogram window, hold down the Option (on Mac) or Alt (on PC) key while you click on the white or black point slider, it will show you which pixels have been clipped (meaning – colour data has been lost) and in which colour channel.
- Please don't create any galleries on your CD, just place high-res and low-res files into separate folders.

### Shortlist of Approved Cameras:

Nikon digital 35mm SLR: Nikon D200; Nikon D2X; Nikon D2Xs

Canon's digital 35mm SLR: Canon EOS 5D; Canon EOS 30D; Canon EOS 1D Mark II;  
Canon EOS 1D Mark II N; Canon EOS 1Ds Mark II; Canon EOS 1Ds

**All digital submissions must be accompanied by one of our submission forms, which must be completed and signed – see feature and single image submission guidelines.**

# RED COVER

PICTURE LIBRARY

interiors + lifestyle gardens food

HOW TO SUBMIT INTERIOR, GARDEN AND FOOD FEATURES TO THE LIBRARY:

**1) Feature submission forms:** A submission form **must** accompany each feature. This allows us to incorporate any credits and restrictions to your images. Please ensure each section is **correctly filled in and legible – if we can't read your writing or the form is incomplete the package will be returned to you at your expense.**

It is the responsibility of the photographer to inform the library who the writer is (see submission form) and to ask him/her to send the text, captions and a synopsis in word format to the library at the same time as the images are submitted.

If there is no text, or the text is the copyright of a magazine/newspaper and needs to be rewritten, please can you make sure that the owners are happy to be re-interviewed. If you would like us to arrange for a journalist to write the text please let us know.

Before we can start processing a feature we need to have **all** the images relating to that particular feature together with the submission form, text, captions and a synopsis.

**2) Interiors feature submission:** Ideally, we would like shots of: the exterior, every room as a whole, and also connecting areas, hallways, foyers etc. detail shots and a portrait of the owner or designer/architect. **Wherever possible please include a lifestyle element.** Shots with people in them are best duplicated without people as well. Whenever you shoot specifically for a magazine that doesn't use lifestyle shots, please try to include them just the same as they will **definitely** help to increase your sales.

Each feature should have a minimum of 16 images (less for kitchen/bedroom and bathroom features).

**3) Garden feature submission:** Features should have at least 20 images. Please include shots of the house and architectural details such as paths, steps, fencing, containers and statuary. We do need a shot of the owners/garden designer and good lifestyle elements will always enhance the feature's potential.

When submitting a feature please send the images in a sequence that outlines the way the garden works. ie: Start with a picture of the main building followed by a selection of images interspersed with details with portraits of the owners at the end.

**4) Food feature submission:**

Irrespective of whether the feature is a step-by-step or a lifestyle meal such as a picnic, Christmas lunch, brunch or a dinner please submit the feature in a sequence that makes sense of the story

# RED COVER

## PICTURE LIBRARY

interiors + lifestyle gardens food

### HOW TO SUBMIT SINGLE IMAGES RELATING TO INTERIORS, GARDEN AND FOOD:

- 1) **Single image submission forms:** A submission form **must** accompany your single image submissions. Please ensure each section is correctly filled in and legible so that we can incorporate any credits and restrictions you may have— **if we can't read your writing the form will be returned.**
- 2) Single image submissions **need to be separated if supplied in different formats** (i.e. transparencies, different digital cameras, scans from film) and a single image submission form provided with each. However, if all images are the same medium and of the same subject, they can be grouped together with one form.
- 3) **Single images relating to Interiors:** Where applicable single images of interiors should be captioned with information such as the owners name and any other relevant details such as: artist / architect / designer / couturier / decorator, country of origin, hotel. B&B, shop etc.
- 4) **Single images relating to gardens:** All single images should be individually captioned. Please let us now the name of the garden, the owner's names, the names of the plants (not all the plants, just the relevant ones) in both Latin and common names (where applicable), the time of the year it was photographed and is the garden affiliated with the NGS
- 5) **Single images relating to food:** Single images of food should be individually captioned, for instance: the name of the dish, the name of the ingredient, the country the dish relates to.