

# G R E A T L A K E S P U B L I S H I N G

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## **Guidelines for Artists**

### **All artists, photographers and videographers:**

Great Lakes Publishing (GLP) has established a set of guidelines for photographers, illustrators and videographers for its publications and products. It is intended to clarify the position of the magazines and custom content in terms of rights, usage and compensation.

Before assignments can be made, you must sign and return the enclosed guidelines to GLP or reply by e-mail indicating you have read and understand them. This form is valid for all future assignments and will be re-evaluated annually from the date printed at the top.

It should be understood that certain assignments will require negotiation prior to being agreed upon by both parties and this document serves as a basis for that agreement.

We hope these guidelines will help us continue our long-standing relationship with our artists and photographers. Please contact us directly with any questions or concerns.

**Sincerely,**

**The Great Lakes Publishing Art Department**

## **Guidelines for Editorial Photographers and Illustrators**

The following guidelines are to be used in accepting an assignment for editorial work or work for hire from Great Lakes Publishing and its affiliates. The artist and art director shall discuss the parameters of an assignment including concept, contact names and phone numbers, deadline dates, image format, delivery options and estimated number of photos to be used. Terms for creative fees, expenses, rights and responsibilities are as follows unless negotiated and approved by the art director in advance. A credit line will accompany photos in print and on the web, when applicable. Artwork is protected by the publication's copyright.

### **Rights**

Except in case of Work for Hire photo shoot assignments, GLP buys the right to publish artwork in one issue of any of its publications in North America, to include the artwork accompanying the same story in perpetuity on the Web, to use the artwork to promote the same story in perpetuity on social media accounts associated with the publications, to use the artwork in its original context for its own promotional or advertising purposes in print and electronically. If the artwork is reused out of its original context, we will pay a reuse fee based on the resale rates or GLP stock rates listed below.

Images from assigned photo shoots are to be used exclusively by GLP and its clients and may not appear in another publication or website throughout Ohio and the surrounding area for one year.

Great Lakes Publishing or its client will own the copyright of all material created during a Work for Hire assignment royalty free, exclusively and in perpetuity.

### **Events and Celebration Coverage**

GLP buys the unlimited right to publish all photos of events and celebrations covered by the publications in print and in perpetuity on the Web. The copyright is shared with the photographer, who may sell prints of these images to individuals for their personal use. Use of these images in other commercial publications is still restricted for one year. All inquiries received by GLP for prints of the images will be directed to the photographer. Fees will be negotiated directly between the individual and photographer. GLP is under no obligation to act as agent for the photographer but retains the right to do so.

### **Responsibilities**

The artist is assigned as an independent contractor for GLP and, in this role, will refrain from any slanderous or libelous behavior. He or she is not to discuss specific issues relating to the assignment or the story with the subject, but will refer the subject to the editor or art director for clarification.

The artist shall supply detailed information relating to the names of people, places and things in their work, with correct spelling. It is also the artist's responsibility to supply and obtain the appropriate model release from all subjects. All submissions should be carefully organized and clearly marked with details of the assignment: artist's name, subject name, shooting date, issue date and any other relevant details.

### **Payment**

Payment is mailed within 60 days from receipt of an approved invoice in the GLP accounting department. GLP requires an up-to-date W-9 form to be on file with the accounting department in order to process payment. The address on your invoice must match the address on your W-9 form to be accepted.

### **Digital File Guidelines and Organization**

We require identifying information on each shoot: names of people, places and things with correct spelling; and dates, places and any other relevant details. Information can be submitted in the "File Info" field, as metadata or on an accompanying document. File names should be no more than 8 characters. Files should be organized logically in folders or online galleries for each subject (people [or person's name], place/location, interior, food, etc.) and by file format (RAW, JPEG, TIF, low-resolution or high-resolution).

For quality purposes, GLP is committed to capturing digital files in RAW mode, and upon our request, photographers must be able to supply the image in this format. Images should be a minimum of 300 dpi at a print size of at least 9" x 12".

## File Submission

Files may be submitted to an art director per a method agreed upon by the artist and the art director. These include, but are not limited to: Dropbox, Hightail, Flickr or flash drive.

## Base Creative Fees

The following fee structure is broken down and is to be used as a guide to base fees for all assignments. When necessary, creative fees are subject to volume and other discounts. Special considerations may apply.

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## 1. Content Project Rates

Full day rate	\$700.00
1/2 day rate	\$400.00
1/4 day rate	\$200.00

Unused outtakes from editorial assignments are eligible for sale after one year with proper model releases if applicable.

Digital Post-Production Service Fees: The fee for this service is 10% of creative fee.

Additional Expenses (must be pre-negotiated and approved)

- Assistant: \$150.00 per day / \$80.00 per half-day
- Mileage (outside of contributor's home county) \$0.40 per mile
- Rentals must be approved in advance.
- Additional miscellaneous expenses must be approved in advance.

## Cancellation / Kill Fees

Cancellation ("kill") fee amount will be determined by the assigning art director, based on the amount of work completed. Upon cancellation / kill, all rights to the art revert to the artist.

## Assigned Content Project Resale

GLP reserves the right to license images created during assignment photo shoots to interested clients.

The artist who created the image would receive additional royalties as listed below:

Single-use license*	\$75.00 per image
Multiple-use, exclusive license**	\$200.00 per image

Multiple photos from the same assignment	
2-5 photos, exclusive license**	\$400.00
6-10 photos, exclusive license**	\$800.00

\*This image can be used one-time, be it in an advertisement, magazine article, online, etc. The client is not allowed to share the image with any other party. The photographer retains the copyright for this photo and the ability to resell the image.

\*\*This license grants exclusive usage in perpetuity to the purchaser. The client may use the image across all different platforms and may share with others. The right to use this photo will never expire. Previously sold usage must be disclosed when this license is purchased, and additional usage can not be sold again.

\*\*If an image is purchased with an exclusive license from an assigned photo shoot, all same-scene images that look similar can not be sold to additional clients.

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## 2. Client Work for Hire Rates

Client Work for Hire photo shoots are for clients who intend to use the images for marketing purposes and hire GLP to coordinate and direct the shoot. The client owns the rights to the final selected images created during the photo shoot royalty free, exclusively and in perpetuity.

Day rate (5-10 edited images)	\$1,400.00
1/2 day rate (2-5 edited images)	\$800.00
Promotional assignment rate – 1/4 day rate (1 edited image)	\$350.00

Unused outtakes from client-owned photo shoots are not eligible for sale to additional clients.

Digital Post-Production Service Fees: The fee for this service is 10% of creative fee.

Additional Expenses (must be pre-negotiated and approved)

- Assistant: \$150.00 per day / \$80.00 per half-day
- Mileage (outside of contributor's home county) \$0.40 per mile
- Rentals must be approved in advance.
- Additional miscellaneous expenses must be approved in advance.

### Cancellation / Kill Fees

Cancellation ("kill") fee amount will be determined by the assigning art director, based on the amount of work completed. Upon cancellation / kill, all rights to the art revert to the artist.

### Work for Hire: Resale

GLP and/or their client reserves the right to buy additional edited images above the contracted amount if they are available.

\$100/photo  
\$500/6 photos  
Bulk rate of \$75/photo when 7+ photos purchased

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## 3. Stock Images

GLP occasionally purchases stock images from artists, meaning images shot for reasons other than on assignment for GLP. The following is a guideline for the fees per publication, based on this one-time usage. When necessary, special fee considerations may apply.

Thumbnail-sized image	\$20.00 per image
One-fourth page or less	\$40.00 per image
One-third to one-half page	\$50.00 per image
Three-fourths to full page	\$100.00 per image
Two page spread	\$200.00 per image
Cover (Editorial)	\$300.00 per image
Cover (Custom Media)	\$200.00 per image
Digital Edition Bonus Content	\$25.00 per image

### Stock Images: Resale

If GLP/their client wants to purchase a photo that GLP found and used for a project, the following rates apply:

Single-use license*	\$100.00 per image
Multiple-use, exclusive license**	\$300.00 per image

\*This image can be used one-time, be it in an advertisement, magazine article, online, etc. The client is not allowed to share the image with any other party. The photographer retains the copyright for this photo and the ability to resell the image.

\*\*This license grants two-year exclusive usage to the purchaser. The client may use the image across all different platforms and may share with others. The right to use this photo will never expire. Previously sold usage must be disclosed when this license is purchased, and additional usage can not be sold until two years after this sale.

\*\*If a stock image is purchased with an exclusive license, all same-scene images that look similar can not be sold to additional clients during that two-year exclusivity period.

**Illustration Revisions**

Illustration artists agree to submit at least one rough sketch prior to finalization for the art director’s approval. No additional charges shall be incurred for changes required to bring final artwork up to original specifications or assignment description. GLP agrees to offer the artist the first opportunity to make any changes to final artwork. It is understood that the rate per illustration will be discussed between the artist and the art director and that the owned copyright will be included.

**Social Media Guidelines**

While we respect the artist’s right to promote their work on social media or their owned platforms, we kindly ask that you refrain from posting photos that may reveal the subject of a not-yet-published article. The artist agrees to not publicly display any photos on social media until the public release date, unless otherwise determined.

**Videographer Guidelines**

All video assignments are considered work-for-hire whether they are to be used for content project or client use. All materials collected for the shoot are owned by GLP or the client in-perpetuity. Rates, expectations and file delivery will be agreed upon upfront in writing. Any additional expenses must be approved by the art director in writing to be considered for payment.

**Ownership Representations**

By submitting your photos or artwork, you agree to the GLP terms of use stated above. You agree that you are the copyright owner of the images submitted for our use and have the right to authorize GLP to publish these materials. You also agree that you have obtained all the necessary consents and permissions relating to the materials you submit for publication. You further agree to indemnify GLP and its clients against any damages, including attorney’s fees, relating to a breach of this agreement.

These guidelines supersede and are in lieu of the terms of any individual artist’s submitted forms or proffered agreements.

The Contractor understands that they are an Independent Contractor and not an employee of GLP. The contractor understands that there are risks associated with participation in this contract (activity). The contractor assumes all these risks. These risks or outcomes may arise from the contractor’s own or other’s actions, inactions or negligence, or the condition of the Activity location(s) or facility(ies). Nonetheless, the contractor assumes all risks of their participation in this Activity, whether known or unknown, including travel to and from the Activity or any events incidental to this Activity. The contractor also agrees to hold GLP harmless from any and all claims.

**Non-Compete**

Contacto must disclose any previous relationship with known clients of GLP. The Contractor shall not induce or attempt to induce any actual or prospective client of Great Lakes Publishing Company to terminate, alter, attempt to work directly, or change its relationship with Great Lakes Publishing Company or otherwise interfere with any relationship between Great Lakes Publishing Company and any person and/or entity, including employees, contractors, suppliers, distributors or clients of Great Lakes Publishing Company.

Any artwork created on assignment from GLP would follow under the right for GLP to resell.

You must sign, date and return this form before any assignment can be made. This form is valid for all assignments and submissions.

ARTIST SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

E-MAIL AND PHONE NUMBER \_\_\_\_\_