

Guide to Delivery Memos & Contract Language
Deciphering the Legalese of Commercial Photography

Procedures

Responses to the topics below must make reference to the key ideas presented by each author of their respective articles. As you are reading, write notes, in addition to forming your own opinions and questions about the topic *and be prepared to participate in the class discussion*. This assignment is worth 40 points.

Read the Photo District News (PDN) Guide to Delivery Memos.

By Elizabeth Forst.

1. What is the primary purpose of a delivery memo, and what sort of legal leverage does it provide to the photographer?

2. In the commercial and editorial realms, clients are: ☐ Businesspeople ☒ Artists

3. Even though delivery memos are not always signed and returned by clients, how can a photographer remain confident they can still enforce their terms & conditions of use?

4. In the 1970's the ASMP (American Society of Media Photographers) established a reasonable value of a lost or damaged, original transparency. What is that amount?

5. Beyond providing legal support in the event of loss or damage, what other reasons would compel a photographer submit a delivery memo to Client?

Read the Photo District News (PDN), December 1, 2003 article; *Decoding Ad Agency Contracts*, by David Walker.

1. What does a Rights and Control Clause say in regard to your images being used.
2. Why do ad agencies put this clause in their purchase orders?
3. What can a photographer do about this clause, if it appears in their contract?
4. What does an Indemnity Clause articulate?
5. Why would an ad agency want to include "indemnity" language in a contract?
6. How can photographers protect themselves from an Indemnity Clause?
7. If the ad agency wants to cancel the job at any time, then what monetary consequences might be in store for a photographer? **Describe why.**

8. Do you think that an Audit Clause is reasonable? **Describe why.**

9. Do you think that a Timeliness Clause is reasonable? **Describe why.**

10. What language (clause) puts all the risk of the shoot on the photographer, when even if a job is finished, the ad agency can still reject the work and not pay?

11. What can a photographer do to avoid losing money should something happen to property on loan to them from the ad agency (i.e. product or property)?

12. Do you think that a Confidentiality Clause is reasonable? **Describe why.**

13. OK. If you don't feel as though you're playing with fire yet, how about this last clause regarding the "terms and conditions set forth..."? Briefly describe what you think about this clause, and what you might do if found on a contract you're asked to sign.