

# AN OPEN LETTER TO PERFORMERS REGARDING STANDARD TERMS AND CONDITIONS FOR PHOTOGRAPHER AND REPORTER CREDENTIALS

Dear Performing Artists,

The associations and organizations listed below represent and assist thousands of photographers, reporters, editors, publishers, media entities and others dedicated to informing the public about issues that matter to their communities and personal interests.

Our members have long enjoyed a strong working relationship with the athletes and entertainers they cover, but lately that relationship is becoming strained as more and more performers (from the Foo Fighters to Janet Jackson and others in between) are making unreasonable demands for the "privilege" of covering your concerts. Sadly, the people we both are trying to serve are the ones who end up losing as a result.

As performers have become increasingly vocal about protecting their intellectual property rights, far too many are at the same time exploiting those who visually report on them through onerous credentialing restrictions.

We understand that you and your companies have invested millions of dollars producing your tour events. That investment often reaps substantial profits; otherwise, you would not be performing. We object, for example, to agreements that state one minute of access to shoot still images is "For good and valuable consideration, receipt of which is hereby acknowledged." Such language makes these agreements more like ultimatums than a fair deal. If anything, our work enhances your brand.

Additionally, terms, conditions and provisions that demand joint or sometimes outright ownership of the photos or videos our members capture are unacceptable. Photos and videos have never been treated as a subject's intellectual property under U.S. Copyright law. They are always owned by the photographer or his/her employer. Demands for full or partial ownership equate to the taking of our members' work in exchange for a glimpse of a performer's.

Any agreements that insist upon the right to commercially benefit from the creative work of others while at the same time limiting the ability of individual photographers and news organizations to use their own copyrighted creative work calls into question a basic understanding of the protections that intellectual property rights are meant to afford. Photographers and news agencies also invest a great deal of money in order to be able to cover events that are matters of public concern; the resulting photos and videos are a valuable byproduct of their efforts. Performers can hire their own photographers to document performances without piggybacking off news organizations.

Demands for the absolute right to profit off our members' work are even more egregious when one considers another frequently seen provision: demanding the right to expressly approve "in writing" any images *before* they are published. Such a demand is in direct opposition to the notion of a free and fair press. It's patently offensive to demand the absolute right to both use our members' work for the performer's direct benefit and to demand the absolute right to run our business by reserving editorial control.

We request that you and your representatives enter into meaningful dialogue with us in order to come up with agreements that will benefit all parties, as well as serve the best interest of your fans and the general public. Ultimately, it is the public "your fans" who are most affected when the opportunity to be informed is usurped by images that are likely to produce a distorted version reality.

Thank you.

American Society of News Editors  
Associated Press Media Editors  
Associated Press Photo Managers  
Association of Alternative Newsmedia  
Digital Media Licensing Association  
News Media Coalition  
Newspaper Association of America  
National Press Photographers Association  
Online News Association  
The Poynter Institute  
Radio Television Digital News Association  
Society of Professional Journalists