

# Agreement for the Lending and Rental of Photographs with Assignment of Copyright

## General Conditions

### I – Preamble – Definitions

- 1) Pursuant to the terms of this Agreement, the notion of a photograph is defined as « any document reproducing an image on an analogical or digital medium or any other medium based on the evolution of the technique ». The borrowing or renting company is referred to as Customer. The lending company is referred to as Agency.
- 2) Lawful use by Customer must comply with the following conditions, as well as full payment of the fees invoiced by Agency and conformity of the use with the prior request.
- 3) Customer's inscription on Agency's site entails acceptance of the General Conditions, which may be consulted on its site.
- 4) This Agreement is expressly subject to the provisions of the Intellectual Property Code.
- 5) The photographs made available by Agency, in analogical or digital format, are the property of the author and his heirs and assigns; Customer may acquire reproduction and/or representation rights only. These photographs may not be sold but only and exclusively rented or lent for use.

### II – Terms and conditions for formation of the agreement

#### 1) Making the photographs available to Customer

- a) Grace period: During the rental grace period, the analogical or digital photographs shall be made available for consultation only and shall exclude any use thereof.

All claims concerning the photographs made available for consultation shall be sent by registered letter, bill of receipt requested within five days following receipt of the photographs, at the latest.

- b) Making available of the analogical photographs by the Post office, personal delivery or messenger:

Based on the information provided by Customer, Agency shall prepare a loan and rental slip, indicating the references of the photographs that are lent and the rental grace period, that it shall deliver at the same time as the photographs. Acceptance of the delivery of the photographs attached to the slip shall be deemed acceptance of this Agreement and the General Conditions.

#### 2) Destruction of files and/or return of the documents following the grace period, absence of use, exploitation and assignment of rights.

- a) If the photographs are made available by digital file, Customer shall inform Agency in advance of any use of the photographs and, if Customer does not use them, the files shall be destroyed.
- b) If the photographs are physically made available: following the grace period as indicated on the loan and rental slip, and if Customer does not intend to use or exploit the entrusted documents, Customer expressly agrees to immediately return them, making all efforts to return the photographs to the Agency's address as indicated on the slip. In the case of failure to return the photographs within the time limit, proof of such compliance with the said time limit being incumbent upon Customer, Customer shall be liable for a lump-sum amount specified on the documents loan and rental slip for each late day.

#### 3) Request for use authorization for the purpose of reproducing and/or representing the photographs, with assignment of rights

Customer shall send to Agency, in the absence of other agreements or practices arising from usual professional relations, a request for authorization to reproduce and/or represent the entrusted photographs that Customer has selected and chosen. Such request must contain all the legal information enabling the co-contracting party to be legally identified (legal form, capital, registered office, registration with the Register of Trade and Companies). It must mandatorily contain all useful information regarding the extent, type and context of the contemplated use:

- Type and extent of use: type of medium, use format, medium format, printing, date of each appearance or representation, duration, geographic establishment or place of distribution, if any, form of the interpretation.
- Context of the use: name of the final user, places of distribution, if any, name of each medium, name and type of product, service or subject to be treated, accompanying captions or text and all other useful information concerning the technological reproduction methods enabling Agency to assess the import of the requested authorization.

#### 4) Acceptance of the authorization request and assignment of the reproduction or representation rights:

- a) Terms and conditions of acceptance:

Upon receipt of the request for authorization, Agency shall send an estimate and/or invoice specifying payment conditions, and based on the document selected, the conditions for the indicated use and context, the amount of the fees, any increased value, corresponding restrictions or obligations, as well as the amount of management costs. The authorization shall be expressly subordinated to payment of the reproduction and/or representation fees, within the time limit indicated on the invoice.

In the absence of total payment or in the case of partial payment, any reproduction and/or representation of any nature whatsoever shall give rise to damages and shall constitute infringement.

Any reproduction and/or representation of any nature whatsoever that does not comply with the authorization conditions given based on the information provided by Customer in accordance with the provisions of Article 3 hereinabove shall constitute infringement and give rise to damages which may not be less than 5 times the basic fee for a corresponding isolated first use.

- b) Limitation on the reproduction and/or representation authorization :

Restriction – Agency shall inform Customer, if need be, of any restrictions on use of the photographs the rights to which are assigned.

The information concerning the restrictions shall necessarily be subordinated to Customer providing all of the useful information specified in Article II-3.

If Customer fails to provide said information or if such information is inaccurate, Customer alone shall be liable for violation of the restriction.

Absence of exclusivity – Assignment of reproductions and/or representation rights shall not be exclusive. Exclusivity shall result only from a specific writing and shall entail the payment of fees due for such exclusivity, which are separate and distinct from the basic fees.

#### 5) Conditions connected to reproduction and/or representation

- a) Legal conditions: Signature and mandatory mentions: the signature of each reproduction, representation or interpretation is a legal mention, regardless of the form, importance or confidential nature of the use thereof. The accurate and complete mention of the name of the author must appear legibly, on or next to each reproduction or representation.

- b) Contractual conditions – Mandatory provision of proof: Customer shall provide, free of charge, complete and original proof of the documents that have been published or reproduced, that must arrive at the Agency within 15 days following publication.

In the case of electronic use, Customer shall provide the address of the site, the Internet link or a copy of the screen.

- c) Sanction for non compliance with the legal and contractual conditions: Agency may invoice up to 100% of the fees due.

#### 6) Destruction of the digital files and/or return of the analogical photographs following reproduction and/or representation

- a) Digital files: Customer agrees to destroy the digital files that were entrusted to it following reproduction and/or representation. Customer alone shall be liable for any disputes arising from distribution or use connected to the retention of these files for which a prior authorization request was not made.

- b) Terms and conditions and time limit for returning the entrusted analogical photographs:

Customer agrees to return the distributed photographs that were entrusted to Customer, by registered envelope, and shall ensure all necessary protection for its complete preservation within the time limits indicated on the slip. All photographs must be rendered in their original mask without any annotation or alteration whatsoever.

- c) Sanction in the case of failure to return the photographs within the time limit:

In the event that Customer fails to return the photographs within the time limit, proof of compliance with such time limit being incumbent upon Customer, a lump-sum amount specified on the document loan and rental slip shall be due for each late day.

#### 7) Loss or deterioration of the photographs entrusted by slip

The analogical photographs entrusted to Customer shall be under Customer's entire responsibility as from their delivery up until their return in accordance with the terms and conditions set out in 6b above.

In the case of loss or deterioration, a lump-sum indemnity shall be due, at the minimum, the amount of which shall be set in the document delivery slip.

#### 8) Archiving of the digital files, duplicates, new use of the photographs and alterations

Following use, any retention of digital files or duplicates by customer or third parties is strictly prohibited.

Any new use of the photographs, regardless of the medium, must be covered by a request for use authorization and payment of the connected fees. Non compliance with this clause shall constitute infringement in accordance with the provisions of Article 4-a 3 ° paragraph of these General Conditions.

Any alteration (touching up, re-centring, silhouetting, photomontage) of any nature whatsoever is prohibited absent Agency's prior written consent. Non compliance with the prohibition or prior authorization shall constitute infringement and give rise to damages in accordance with the provisions of Article 4-a 3 ° paragraph of these General Conditions.

**9) Cancellation:**

In the case of cancellation by Customer of a request for authorization to reproduce and/or represent the photographs following issuance of the invoice, Customer shall be liable for a lump-sum amount calculated as follows:

- If cancellation occurs within 30 days from issuance of the invoice, 10% of the amount of the invoice, net of tax.
- If cancellation occurs beyond the 30th day and up until 60 days from issuance of the invoice, 50% of the amount of the invoice, net of tax.
- If cancellation occurs on the 60th day, 100% of the amount of the invoice, net of tax.

**10) Costs of iconographical research – Costs of digitization – Duplication costs**

Special requests made by Customer concerning, notably, iconographical research, digitization work and duplication work shall be covered by an invoicing that is separate and distinct from the amount of the fees and management costs.

**11) Rights of the third parties and property that are represented**

The Agreement, correspondence, and invoices shall mention the restrictions and/or necessary prior authorizations and/or the distinct rights of the third parties or property that is represented, which it will be up to Customer alone to obtain directly.

These restrictions, authorizations or rights shall be given based on the preciseness of the information provided by Customer with respect to the contemplated use and context of the exploitation.

Customer and the user shall alone be exclusively liable vis a vis the owners of the represented rights and alone shall be liable for any and all consequences of any claims made by the owners of the rights.

**12) Jurisdiction**

Agency and Customer hereby expressly confer jurisdiction on the courts of Paris.

20023, General Conditions of the [SNAPIG](#) (Syndicat National des Agences Photographiques d'Illustration Générale, French Professional Organisation for Photo Libraries).

**BSIP**

34, rue Villiers-de-l'Isle-Adam  
75020 Paris - France  
Phone: +33 1 43 58 69 87  
Fax: +33 1 1 43 58 62 14  
E-mail: [info@bsip.com](mailto:info@bsip.com)