

EVENT PHOTOGRAPHY SERVICES AND COPYRIGHT LICENCE AGREEMENT

Argentine tango event — template

Template provided free of charge by Etienne Buraud, photographer (www.etienneburaud.fr). You may use and adapt it freely. Fill in the fields in **[brackets]**, tick the options that apply and delete the others. This template is based on French law and is not a substitute for advice from a legal professional.

Article 1 — The parties

This Agreement is made between:

- **The Organiser:** **[name of the association or company]**, **[legal form]**, **[registration number]**, with its registered office at **[address]**, represented by **[name, title]**, **[email]** ("the Organiser");
- **The Photographer:** **[full name]**, **[status: sole trader, artist-author, company...]**, **[registration number]**, residing at **[address]**, **[email]** ("the Photographer").

Article 2 — Purpose

The purpose of this Agreement is:

- the photographic coverage by the Photographer of the event described in Article 3;
- the licence to the Organiser of certain rights to use the delivered photographs, within the limits set out in Article 7.

Under Article L111-1 of the French Intellectual Property Code (CPI), the Photographer is the author of the photographs. The Photographer keeps all rights that are not expressly granted in this Agreement.

Article 3 — Event and schedule

- **Event name:** **[name]**
- **Venue(s):** **[address]**
- **Dates:** from **[date]** to **[date]**

Day	Shooting hours	Duration
[day]	[from ... to ...]	[... h]
[day]	[from ... to ...]	[... h]
[day]	[from ... to ...]	[... h]
[day]	[from ... to ...]	[... h]
Total		[... h], including [... h] after 10 pm

Any extension beyond these hours requires the prior agreement of both parties and is charged at EUR **[amount]** per additional hour.

Article 4 — Deliverables

- **Number of photographs:** between **[150]** and **[350]** selected and edited images. The selection of images is at the Photographer's artistic discretion.
- **Format:** high-resolution JPEG files, **[plus lighter versions for web use]**.

- **Delivery:** via [private online gallery / download link], no later than [15] days after the end of the event.
- **Teaser option:** ☐ a selection of [10 to 20] images is delivered within [48 hours] for immediate promotion.
- **Raw files:** raw (RAW) files and unselected images are not delivered. They remain the property of the Photographer.
- **Storage:** the Photographer keeps a copy of the delivered files for [12] months. After that, the Photographer is no longer required to supply them again.

Article 5 — The Organiser's obligations

The Organiser agrees to:

- give the Photographer free access to all areas of the event (dance floor, stage, performances, classes) and, if needed, an accreditation;
- appoint a contact person reachable during the event: [name, phone];
- provide a safe place to leave equipment during breaks;
- inform participants of the Photographer's presence, as set out in Article 9.

The Organiser also covers (tick):

- ☐ travel: [details]
- ☐ accommodation: [number of nights, place]
- ☐ meals during working hours
- ☐ free entry to the event outside working hours

These benefits are in addition to the fee set out in Article 6. They do not replace it.

Article 6 — Fee and payment

Item	Amount (EUR)
Photography ([...] hours)	[amount]
Post-production (sorting, selection and editing, [8] hours minimum)	[amount]
Licence of rights (Article 7)	[amount]
Travel and accommodation costs, if not covered by the Organiser	[amount]
Total	[amount]

- **VAT:** [applicable rate] or "VAT not applicable, Article 293 B of the French Tax Code", depending on the Photographer's status.
- **Deposit:** [30]% of the total on signature. The deposit confirms the booking of the dates.
- **Balance:** on delivery of the photographs, no later than [30] days after receipt of the invoice, by bank transfer.
- **Late payment:** interest at three times the French legal interest rate and, where the Organiser acts as a business, a fixed recovery fee of EUR 40 (Article L441-10 of the French Commercial Code).
- The licence granted in Article 7 takes effect only once the full fee has been paid.

Article 7 — Licence of rights

Under Articles L131-2 and L131-3 of the CPI, the Photographer grants the Organiser a **non-exclusive** and **non-transferable** licence over the delivered photographs, as follows:

- **Rights granted:** reproduction right and right of communication to the public.
- **Purpose:** promotion of the event and of the Organiser's activities, excluding any advertising for a third party.
- **Territory:** worldwide, as a result of online publication.
- **Duration:** [3] years from delivery. After expiry, earlier posts may remain online in the Organiser's archives, but no new publication is allowed unless the licence is renewed in writing.

Permitted media (tick):

- ☐ the event's or the Organiser's website
- ☐ the Organiser's official social media accounts: [list of accounts]
- ☐ newsletters and emails to participants
- ☐ printed materials (posters, flyers, programmes) for future editions: [maximum number of copies]
- ☐ press releases and press kits
- ☐ other: [specify]

Excluded uses, unless agreed in writing for an additional fee:

- any sale, transfer or sublicence of the photographs to a third party, including partners, sponsors, DJs, schools, teachers or orchestras;
- any commercial use (merchandise, paid advertising, sale of prints);
- using the photographs to train or feed any artificial intelligence system.

Artists, DJs, teachers and participants who wish to use the photographs should contact the Photographer directly.

The Photographer keeps the right to use the photographs in their portfolio, website, social media, competitions, exhibitions and publications, while respecting the image rights of the people shown (Article 9).

Article 8 — Moral rights and credit

- **Mandatory credit:** each published photograph carries the credit "© [Photographer's name]", placed visibly next to the image. On social media, the credit appears in the post text or as a tag of the account [@account].
- **Integrity of the work:** the Organiser may crop and resize the images to fit a format, and add the event's name or logo without covering the subject. Any other change (filters, retouching, collages) requires the Photographer's written consent.
- The Photographer's moral rights cannot be waived or transferred (Article L121-1 of the CPI).

Article 9 — Participants' image rights

- **Information:** the Organiser informs participants of the Photographer's presence and of the intended use of the images, at registration and by a notice displayed at the venue. A model notice is provided in the Appendix.
- **Opt-out:** participants who do not wish to be photographed can signal it by [a distinctive wristband or badge / telling the Photographer]. The Photographer respects this choice.
- **Removal:** if a recognisable person asks for a photograph to be removed, the Organiser and the Photographer remove it from their media within [7] days.
- **Minors:** no photograph of a recognisable minor is published without the written consent of their legal guardians.

- **Guest artists:** the Organiser obtains the consent of performing artists for the promotional use of photographs of their performance (Article L212-3 of the CPI).
- **Personal data:** photographs of recognisable people are personal data. Each party complies with the GDPR for its own uses.

Article 10 — Shooting conditions

- **Flash:** ☐ allowed ☐ not allowed ☐ allowed only during performances and off the dance floor.
- The Photographer adapts their technique to the lighting at the event, and cannot be held responsible for image quality limited by insufficient lighting.
- The Photographer uses professional equipment and backs up the files on two separate devices during and after the event.

Article 11 — Cancellation, postponement and force majeure

Cancellation by the Organiser, notified in writing:

- more than [60] days before the event: the Photographer keeps the deposit;
- between [60] and [30] days before: [50]% of the total, excluding expenses, is due;
- less than [30] days before: [100]% of the total, excluding expenses, is due.

In all cases, non-refundable costs already incurred (such as train or plane tickets) are reimbursed to the Photographer.

Postponement: if the event is postponed and a new date is agreed within [12] months, the deposit is carried over to that date.

Photographer unable to attend: in case of a serious impediment (illness, accident), the Photographer informs the Organiser without delay and, where possible, proposes a replacement of equivalent skill, subject to the Organiser's approval. Otherwise, the Photographer refunds all sums paid, with no further compensation.

Force majeure: neither party is liable for a failure to perform caused by force majeure within the meaning of Article 1218 of the French Civil Code. Sums paid for services not performed are then refunded, less any non-refundable costs already incurred.

Article 12 — Liability

If files are lost for reasons beyond the Photographer's control, the Photographer's liability is limited to refunding the sums received under this Agreement. The Organiser is responsible for the safety of the venue. The Photographer is responsible for their own equipment.

Article 13 — Governing law and disputes

This Agreement is governed by [French] law. In the event of a dispute, the parties will first seek an amicable solution. Failing that, the dispute will be brought before the competent courts of [city].

If this Agreement is signed in more than one language, the [English] version prevails.

Signatures

Signed in [place], on [date], in two original copies (or by electronic signature, each party keeping a copy of the signed document).

The Organiser	The Photographer
[name, title]	[name]
Signature, preceded by “Read and approved”:	Signature, preceded by “Read and approved”:

Appendix — Information notice for participants

To be used on the registration page, the event website and a notice at the entrance.

English

A professional photographer, [name], will be present during the event. Photos may be published on the website and social media of [event name] to promote it, credited “© [name]”. If you do not wish to be photographed, please [wear the wristband available at the entrance / let the photographer know]. You can ask at any time for a photo of you to be removed by writing to [email].

Français

Un photographe professionnel, [nom], est présent pendant l'événement. Les photos pourront être publiées sur le site et les réseaux sociaux de [nom de l'événement] pour sa promotion, avec la mention « © [nom] ». Si vous ne souhaitez pas être photographié(e), [portez le bracelet remis à l'accueil / signalez-le au photographe]. Vous pouvez à tout moment demander le retrait d'une photo où vous apparaissez en écrivant à [e-mail].