
Guide to planning successful business portraits

You might have just received an email from your boss asking you to set up a photo shoot of one of the company's senior executives. Or you might be a small business owner who needs photos to promote yourself. You know you need photos, but you might not know the details about setting up a photo shoot and working with a professional photographer. This guide will help you plan a successful photo shoot.

Things to think about first

Before you call a photographer for the first time, it helps if you get clear on what you needs are for your business portraits. So what are some things to consider?

How much of the person do you want to show?

- Headshot: includes just the head and shoulders.
- Upper body: Includes more of the body and could be either a standing or sitting pose.
- Full body: The entire body, including the feet (standing or sitting).
- Person & the environment: Includes a large portion of the environment (either the interior of the building or outdoors).

How formal do you want the posing?

- Formal with conservative posing: a traditional style of photography where the body, head and hands are precisely placed by the photographer.
- Posed, but less formal: the style is thought out and posed by the photographer, but is less formal and looks more relaxed.
- Casual: No formal posing and more about capturing a spontaneous, natural moment.

What type of background do you want?

- Studio background: Uses a standard studio background (either a white background, a solid plain color, or a solid background with variations in color).
- Location as a background: Uses the environment as the background. This could be either the interior space of an office building or outdoors.

How quickly do you need these images?

- When do you need to view the proofs?
- When will the final images be needed?

What is the schedule like for this shoot?

- When will the subjects be available?
- How much time will the subject have for the shoot?

What format does the photo need to be?

- Horizontal
- Portrait
- Square
- Are there any other special dimensions needed

Where will you be using the images?

- Website or other online uses
- Brochure
- Newspaper
- Magazines
- Other uses...
- Will the images potentially need to be used for other purposes in the future?

Various questions:

- How many total people will need to be photographed?
- How long will you need to use the images?
- What is the largest size of the image that you will need?

Questions to ask the photographer

Where will the photo session take place?

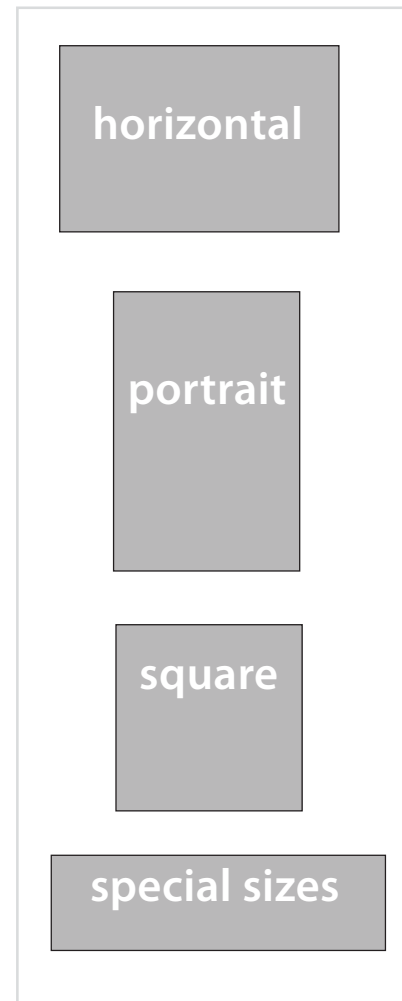
- Will the photographer come on location (i.e. to your corporate offices) for the shoot?
- Does the photographer have a studio where you can come in for the shoot? If so, where is it located?
- Will a special location need to be arranged or a studio rented?

What is the turn-around time on receiving the images?

- Proofs: When will proofs be available for viewing?
- Final images: After the final selection is made, how long will it take to receive the final images?

Is there retouching or digital enhancement of the images?

- If so, what is the additional cost?



What is the file format that images are delivered in?

- JPGs
- Tiffs

Image resolution?

- Will you receive full resolution images?
- Or will you receive scaled down versions of the images?

How are the final images delivered?

- Online delivery
- Disk via mail
- Prints

What rights are included? How much are additional rights/usage?

There is more on this in the discussion "licensing & copyright matters" (below).

What is the total estimate/quote?

Licensing & copyright matters

Copyright

An important thing to understand when working with a professional photographer is that when the photographer creates an image (even if it is created at your request for a job), the photographer automatically has a copyright to that image and has full rights to control the use of that image.

But that doesn't mean that you are left out in the cold and aren't able to use the images. Typically, a professional photographer grants a license to you for certain uses of the image (for a certain period of time). So the photographer keeps the copyright to the image and you get to use the image for certain specified uses. Since none of this is automatic, this is something you need to discuss with the photographer and iron out the details during your early discussions. It is important to bring up licensing early in your discussions, because the license and uses needed will often impact the final costs of your project.

And just because you have the file on your computer or have a physical print of an image, that doesn't mean you have the right to do anything with it. You need a specific grant of license from the photographer. Again, a detail to work out with the photographer. And even if there isn't an official copyright notice on the image, the photographer still has the copyright since this formal "notice" isn't a requirement to obtain copyright protection.

So what if you use an image without the proper license. Well, under the federal copyright law, you can be responsible to the photographer to pay for that use. Plus in some circumstances, there may be additional penalties. (See the sidebar at right for a discussion of penalties.)

And how is the license granted? It can be specified in writing from the photographer (for instance, the photographer might include the license

Copyright owner controls

The owner of a copyright gets to control the use of the copyrighted work. Specifically she can control:

- reproduction of the work
- distribution of the work by sale or other transfer (such as a license)
- display of the work
- creation of new works based on the work
- performance of the work

Penalties for improper use

If a person uses an image without a proper license there can be serious penalties. If the person is found to be infringing on a copyright, a court can order:

- An injunction: where the infringer is forced to stop using the image.
- Destruction (or impounding) of all infringing copies of the work
- Payment of money to the copyright owner. This payment can include both the damage/loss to the copyright owner and the profits that the infringer received from using the image.
- Costs & attorney fees to the copyright owner

terms on the invoice or estimate/quote). Also, often on digital files, there is a copyright notice and a grant of license embedded within the file. (This is included in the “metadata” of the file and can be read with certain software (Photoshop for example).

Broad licenses

The photographer doesn't always retain the bulk of the rights to the images, though. There are other scenarios where the photographer can transfer either some or all of the rights. There can be a broad transfer of rights, a transfer of the actual copyright or a work-for-hire agreement.

For a broad transfer of rights, the term “buyout” is often used. However, be careful with this term since the term “buyout” is not specific and different people have varying understandings of what the term means. So instead of using the word “buyout,” the precise terms need to be negotiated and specified in the written materials. The specific terms can vary but often the photographer keeps the copyright while the client has exclusive and unlimited rights to use the image without any further payments to the photographer. The licensing fees for these very broad licenses are often quite high. It is usually better and more economical to think about the actual uses you'll need for the images and discuss with the photographer to obtain a license to only the uses you actually need. This saves you money because you don't pay for the rights that you won't use.

Transfer of copyright

The photographer can also transfer the actual copyright. For this, there must be a *written* transfer of the copyright and it must be signed. In this case, the person who received the copyright has all the full rights of copyright. Of course, this type of arrangement often increases the licensing fees significantly since the photographer is granting all the rights to the image.

Work-for-hire

A work-for-hire agreement, is a specific way to transfer all rights from the photographer to the client. In this situation, the photographer and the client must sign a written work-for-hire agreement before the work starts. (Note that it must be written & signed *before* the work starts.) Under this type of agreement, the client actually owns the copyright from the creation and the photographer never gets the copyright or any rights to the images.

Work-for-hire agreements are typically used in an employer/employee relationship where the photographer is an employee of the company. If the photographer is not an employee of the client, the situations where a work-for-hire agreement can be used are specifically limited by the 1976 Copyright Act (Title 17 of the US Code). In this situation, a work-for-hire agreement can only be used if the work is commissioned for use as a contribution to a collective work, as a part of a motion picture (or other audiovisual work), as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas. As you can see, the work-for-hire agreement would rarely be allowed for business portraits unless the photographer was the employee of the client.