



# National Press Photographers Association

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## Via Facsimile & Email

March 25, 2019

GrandAriTour, Inc.  
c/o Myman Greenspan Fox Rosenberg Mobasser Younger & Light, LLP  
11601 Wilshire Blvd., Suite 2200  
Los Angeles, California 90025  
Attn: Aaron D. Rosenberg, Esq.

### **Re: Standard Terms and Conditions for Photographers/Live Appearances**

Dear Mr. Rosenberg,

As general counsel for the National Press Photographers Association (NPPA) I write to you on behalf of the fifteen (15) organizations listed below, having just been made aware of the above-referenced photography agreement for the Ariana Grande 'Sweetener' World Tour (attached for your reference). As a creative artist herself, we cannot understand how Ms. Grande and her representatives could demand such terms and conditions in exchange for permission to photograph her performance.

To start, we simply cannot agree to the demand that "all rights (including all copyrights) in and to the Photographs shall be owned by GrandAriTour, Inc. ('Company') as a "work-made-for-hire." This surprising and very troubling over-reach by Ms. Grande runs counter to legal and industry standards and is anathema to core journalistic principles of the news organizations represented here. Such a bargain for "the limited right to capture solely still photographs of Artist solely during the first three (3) songs performed by Artist at the Performance" and that "any such photography shall only occur from a designated spot at the front of house (not in the 'pit')" is more a contract of adhesion than good and valuable consideration.

The additional requirement that the photographer "promptly provide Company with one (1) complete set of contact sheets and digital files of any and all Photographs taken in connection with the Performance, for personal, commercial and/or archival use by Company and Artist" coupled with "the right, without any obligation to photographer or any third party, to use and exploit the Photographs in any manner, by any and all means, in any medium or form, whether now known or hereafter devised" is both onerous and overreaching.

Another concern is the restriction that "photographer shall have the limited right to use certain Photograph(s) expressly approved in writing by Artist, in a single instance, solely as part of a news item relating to the Performance in the news publication of which Photographer is an employee/agent," which is an unacceptable pre-condition for most, if not all journalists and news organizations.

While we understand your desire to maintain control over your client's persona and intellectual property, we hope that you will appreciate our position. As representatives of independent and staff photojournalists along with the news organizations that they shoot for, we encourage your company and Ms. Grande to create an agreement that better recognizes and values the work of visual artists with the same respect we assume she has for the rights of musicians and the worth of their songs.

Therefore, we respectfully request that you immediately revise the agreement as a good-faith effort by your client in support of all artistic and editorial works. If it would be helpful, we are open to provide proposed language changes to the agreement.

Thank you for your attention in this matter. We look forward to your response.

Very truly yours,

*Mickey H. Osterreicher*

Mickey H. Osterreicher  
General Counsel

*On behalf of:*

American Society of Media Photographers  
American Society of News Editors  
Associated Press  
Associated Press Managing Editors  
Association of Alternative Newsmedia  
The Buffalo News  
First Look Media Works, Inc., publisher of The Intercept  
Freedom of the Press Foundation  
Gannett Company, Inc.  
Los Angeles Times Communications LLC.  
New York News Publishers Association  
The New York Times Company  
News Media Alliance  
Radio Television Digital News Association  
Society of Professional Journalists