

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-750-184

Effective date of
registration:

October 21, 2010

Title

Title of Work: David Strick's photographs published by being uploaded to the L.A. Times ftp site in 2008

Title of Larger Work: The work was uploaded in order to run on the website then entitled "David Strick's Hollywood Backlot"

Nature of Work: Photography

Completion/Publication

Year of Completion: 2008

Date of 1st Publication: July 26, 2008

Nation of 1st Publication: United States

Author

Author: David Strick

Author Created: Photograph

Work made for hire: No

Citizen of: United States

Year Born: 1950

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: David Strick

3050 Greenfield Avenue, Los Angeles, CA, 90034

Limitation of copyright claim

Previously registered: No

Certification

Name: David Strick

Date: October 20, 2010

0000VA00017501840201*



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-750-176

Effective date of
registration:

October 21, 2010

Title

Title of Work: David Strick's photographs published by being uploaded to the L.A. Times ftp site in June and August 2009

Previous or Alternative Title: Group Registration/Published Photos

Title of Larger Work: The work was uploaded in order to run on the website then entitled "David Strick's Hollywood Backlot"

Nature of Work: Photography

Completion/Publication

Year of Completion: 2009

Date of 1st Publication: June 19, 2009

Nation of 1st Publication: United States

Author

▪ **Author:** David Strick

Author Created: Photograph

Work made for hire: No

Citizen of: United States

Year Born: 1950

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: David Strick

3050 Greenfield Avenue, Los Angeles, CA, 90034

Limitation of copyright claim

Previously registered: No

Certification

Name: David Strick

Date: October 20, 2010

Copyright Office notes: Regarding publication: range of publication dates is approx. 06/19/2009 to 08/17/2009.
Regarding title information: Group registration added by C.O.



Certificate of Registration



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Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-750-183

Effective date of
registration:

October 21, 2010

Title

Title of Work: David Strick's photographs published by being uploaded to the L.A. Times ftp site in January, February, March, and April 2010.

Previous or Alternative Title: Group Registration/Published Photos

Title of Larger Work: The work was uploaded in order to run on the website then entitled "David Strick's Hollywood Backlot"

Nature of Work: Photography

Completion/Publication

Year of Completion: 2009

Date of 1st Publication: January 29, 2010

Nation of 1st Publication: United States

Author

* **Author:** David Strick

Author Created: Photograph

Work made for hire: No

Citizen of: United States

Year Bora: 1950

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: David Strick

3050 Greenfield Avenue, Los Angeles, CA, 90034

Certification

Name: David Strick

Date: October 20, 2010

Copyright Office notes: Regarding title information: Group registration added by C.O.

Regarding publication: range of publication dates is approx. 01/29/2010 to 04/05/2010.



DAVID STRICK'S HOLLYWOOD BACKLOT

OUR EYES ON THE SET. ENTERTAINMENT AS IT HAPPENS.

Week 12.22

Best of 2009

We've closed 2009 with Edward and Bella on "Twilight." We've fished for fish with Josh Kied on "Aquarium." I caught with Sarah Silverman. I fished with Lopez Lomax. We fished "The Contender" with a fellow writer and "Contender" with a fellow actor. We fished "The Contender" with a fellow actor. We fished "The Contender" with a fellow actor. We fished "The Contender" with a fellow actor.



See All Best of 2009 Photos



Week 12.18

Animals

Can't think of any? Check. Maybe even "Animals" Check. But can you think? We've captured some animal stars and their backstage when filming scenes, shots and green screen effects in every kind of TV show and big budget movie.



See All Animals Photos

Week 12.09

Phone Deep

With Green Day's production, we'll A. dedicate time to catch a group of phones before they can get away with 100 million. Directed and co-written by John Dahl, the movie is a collection of phone play-offs and phone-in scenes. Matt Dillon, Edie Falco, Paul Walker, Jim Sturgis, Michael C. Hall and David Duchovny are joined by top-top performers T.J. and Chris Brown.



See All Phone Deep Photos

Week 12.01

Leverage

With "Leverage" returns on an ongoing investigation (penned by actor Tassie Haines) who's been shot after being given a treatment. The end of a group of phones and reports that we've got a Robin Hood-like mission to bring down shady companies using unconventional means. The movie premiered December 7, and we have behind-the-scenes insight from a cast of spinners including newbies "The First Dawn" and "A."



See All Leverage Photos

See All Hollywood Backlot

Check out all the places we've been in our A-Z guide.

See All Photos

Start your search with Autos A-Z

CLICK HERE TO CHECK IT OUT

Hollywood Backlot Buzz

- Autos A-Z
- Animals
- Best of 2009
- Contender
- High School Musical
- Phone Deep
- Twilight
- Animals
- Best of 2009
- Contender
- High School Musical
- Phone Deep
- Twilight

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DAVID STRICK'S HOLLYWOOD BACKLOT™
 HER EYES ON THE SET: ENTERTAINMENT AS IT HAPPENS.

August 10
Feed of 2006
 David Strick's Hollywood Backlot™ is back with an exciting new feed of entertainment news, photos, and video. This year's feed is packed with the latest news from the industry, including the Oscars, the Golden Globes, and the Academy Awards. It's the most comprehensive and up-to-date source of entertainment news you'll find anywhere.



August 10
Stuntman Cook
 Meet the man behind the scenes of some of the most exciting action movies of the year. Stuntman Cook has spent his entire career performing stunts for some of the biggest names in Hollywood. From James Bond to The Matrix, he has been there for it all. Now he's sharing his secrets and experiences in a new book, Stuntman Cook: The Untold Story of Hollywood's Most Dangerous Job.

August 10
British Soap
 The latest in the British Soap series, featuring an exclusive behind-the-scenes look at the making of a popular British soap opera. Includes interviews with the cast and crew, and a special look at the show's production process.



August 10
0 6
 From Hollywood's most iconic stars to the latest up-and-coming talent, this special feature celebrates the best of British television. It's a must-read for anyone who loves the small screen.



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[Los Angeles Times](#)



Dinner For Schmucks by David S. Lee
 Elizabeth Berkham walks for a scene to start on "Dinner for Schmucks," November 10, 2009



DAVID STRICK'S HOLLYWOOD BACKLOT

OUR EYES ON THE SET ENTERTAINMENT AS IT HAPPENS

Photo Tools

- 1. View Full Size
- 2. Email
- 3. Print
- 4. Share
- 5. Subscribe

More Set Photos

- Elizabeth Berkham
- Justified
- Peter Bergman-son
- Stephanie Szostak
- Tatum O'Neal
- comedy
- soap opera

Latest Hollywood Backlot Set Visits



More Entertainment

Top Headlines

- ['Survivor' team takes about 20-year 'son' rivalry to the next level](#)
- [The 'Survivor' finale gets a chance to live](#)
- [Kardashians' angry over 'Survivor' claim of the 'final' season](#)

Hollywood A-Z

[A-Z](#) | [Backlot](#) | [Hollywood](#) | [Los Angeles Times](#)

TO: David Strick
FROM: Lisa Fung
DATE: January 1, 2010
RE: Agreement for Latimes.com Photography Feature

Dear David:

We are delighted to continue working with you to create the photography feature (the "Feature") for Latimes.com that we have been discussing. Attached to this memorandum is an Archive License and Services Agreement (the "Agreement") that sets forth (i) our agreement for your photography services and for use of the photographs we will commission for the Feature, and (ii) our agreement for use of your Archive photographs in the Feature. This Memorandum and the Agreement with its Addendum are a fully integrated agreement, and referred to collectively as the "Agreement". A breach or default of any of the foregoing documents shall be deemed a breach or default under all of the foregoing documents.

As we have discussed, the Feature will now consist of behind-the-scenes, in-production set photographs of movies, television/cable shows, or any production of similar interest, as you and I will determine together (the "Assignments"). These Assignments will yield at least 20 photographs per month on average. Photographs from each Assignment will be delivered in a mutually agreed upon digital format. We will meaningfully consult with you regarding the appearance and other aspects of the Feature, but your approval of our decisions concerning the Feature will not be required.

The title of the Feature will continue to be "David Strick's Hollywood Backlot". In the Feature your name will have the same prominence in the title in terms of placement, size, color, font, etc. as the name selected by us. We continue to acknowledge and agree that we have no right, title or interest in your name, and that on expiration of the term of the Agreement, we will cease using your name as part of the title of the Feature, except as it appears in our archives. You acknowledge and agree that you have no right, title or interest in the other part of the title of the Feature ("Hollywood Backlot"), and that we have the right to continue using that part of the title as the name of the Feature after the expiration of the term of the Agreement.

Latimes.com will, at its expense, supply or provide you reasonable access to its technology (contemplated by the parties to consist of access to email, FTP and an assignment calendar) as is required for you to create and Latimes.com to distribute this Feature.

You have agreed to make yourself available for creating The Feature with us from January 1, 2010 through June 30, 2010. Unless either of us provides the other with written notice of our intention not to renew on or before May 31, 2010, the Agreement will automatically renew for an additional six-month term commencing July 1, 2010 and continuing through December 31, 2010.

For the avoidance of doubt, LATIMES.COM acknowledges that the copyrights to the Photographs and Archive Photographs are owned by Strick.

David, we feel this Feature will be an important element of our entertainment coverage, and we look forward to working with you.

If you have any questions about this Agreement, please contact me.

Lisa Fung
Entertainment Editor
Los Angeles Times
213-237-7883
Lisa.Fung@Latimes.com

LATIMES.COM
ARCHIVE LICENSE AND SERVICES AGREEMENT

This Archive License and Services Agreement, dated as of January 1, 2010, is entered into by and between _____ ("Strick") and Los Angeles Times Communications LLC dba Latimes.com ("LATIMES.COM").

I. Services. The parties agree that the following terms and conditions will apply whenever Strick accepts Assignments from LATIMES.COM during the term of this Agreement.

As compensation for these Assignments and for all rights granted to LATIMES.COM in this Agreement, and provided that Strick complies fully and faithfully with this Agreement, Strick shall be paid a fee of \$5,000 per month for the Assignments to be delivered and accepted for publication as agreed upon with your editor. The fees stated shall include all applicable sales tax and any expenses, including but not limited to travel expenses, associated with creation or delivery of the feature.

1. Grant of Rights

(a) With respect to all photographs and negatives (collectively, the "Photographs") taken by Strick while on photo assignment for LATIMES.COM, Strick grants to LATIMES.COM a fully paid up, perpetual and irrevocable license to any and all rights (including, e.g., copyrights) in any of the Photographs taken by Strick and accepted for publication or published by LATIMES.COM, or its licensees under this Agreement for the purposes of reproducing, distributing, performing, displaying, and/or preparing derivative works of or compilations that include, the Photographs or any portion thereof, in any format or media whether now known or later devised, excluding books ("Media"). For the avoidance of doubt, LATIMES.COM acknowledges that the copyrights to the Photographs are owned by Strick.

- (i) Except as set forth in paragraph I.1. (c) below, this license is **exclusive** worldwide for first publication and for 1 week after the date of first publication pursuant to this Agreement (the "Exclusivity Period"). Thereafter the license shall be a non-exclusive right to publish worldwide.
- (ii) If the Agreement is not renewed, the license to publish in print is limited to 6 photos per calendar year. Publication of a photo in print after that quota is reached shall be subject to an additional fee of standard market space and usage rates as calculated using the mid-range price posted in the most recent version of the photography pricing software program FotoQuote Pro per photo which shall include all applicable sales tax and any expenses.

(b) LATIMES.COM may sublicense any and all rights granted by the licenses in paragraph I.1. (a) above as part of a compilation of LATIMES.COM or Los Angeles Times content that is identified as such.

(c) During the Exclusivity Period, Strick retains all rights to sell, transfer, distribute, display or otherwise use or exploit the Photographs for fine art sales of individual prints, and in gallery and museum exhibitions. If exhibiting thematically from the "David Strick-LATimes.com-branded" Feature, the exhibition will include appropriate attribution to LATIMES.COM and the Feature, including identification of the URL of the Feature. Online sales made during this

Exclusivity Period pursuant to this paragraph may not be made via an online competitor to LATIMES.COM (e.g., NYTimes online photography shop).

(d) LATIMES.COM will have the right to use Strick's name, photograph, and likeness in any format in any Media to promote LATIMES.COM or other publications or services that publish or will publish any of the Photographs. Strick waives all moral rights with respect to any of the Photographs published by LATIMES.COM, including without limitation, any and all rights of approval, restriction, or limitation on use or subsequent modifications. LATIMES.COM shall not be obligated to provide printed credit to Strick in LATIMES.COM or Los Angeles Times publications but, in its sole discretion, LATIMES.COM shall exercise commercially reasonable efforts to publish such credit. LATIMES.COM shall not be obligated to actually publish any of the Photographs.

2. Independent Contractor.

Strick hereby acknowledges that Strick is engaged in an independent business and agrees to perform Strick's services hereunder as an independent contractor and not as LATIMES.COM's agent or employee. In that regard, LATIMES.COM shall be solely interested in the Photographs produced by Strick's work while Strick shall be solely responsible for manner and method by which Strick obtains such Photographs. Strick shall not represent to third parties that Strick is an employee of LATIMES.COM or the Los Angeles Times. The parties do not intend hereby and nothing contained herein shall be construed to create a joint venture or partnership between Strick and LATIMES.COM. This Agreement is non-exclusive as to the photography services of Strick. Strick may provide photography services and other services to other persons or entities provided that obligations relating to those services do not conflict with Strick's obligations to LATIMES.COM pursuant to this Agreement, including but not limited to the Grant of Rights in paragraph I.1. above.

3. Warranties. Strick hereby warrants and represents that Strick is the sole owner and creator of the Photographs and that Strick has the full right, power and authority to enter into this Agreement. Strick's actions will be governed by the ethical standards of the journalism profession and Strick will avoid any activity which would create a conflict of interest or appearance of a conflict of interest. Strick further represents and warrants that the Photographs are original, have not been previously published and that to the best of his knowledge use of the Photographs pursuant to this Agreement shall not constitute a libel or invasion of privacy of, or be in violation of any copyright, proprietary, personal or other right of any person, firm or corporation. LATIMES.COM agrees that LATIMES.COM shall be responsible for any liability arising from its captioning, editorial content, mislabeling or any other cause within LATIMES.COM's sole control. The warranties contained herein shall survive beyond the term of this Agreement and any assignments of this Agreement.

4. Taxes. Strick hereby agrees to be responsible for all payments of sales, income, and other taxes, penalties and/or other similar contributions which have arisen or may arise out of Strick's services hereunder, and to indemnify and hold LATIMES.COM harmless with respect to and from and against the making of any and all such payments.

II. Archive License. The parties agree that the following terms and conditions apply to LATIMES.COM's **non-exclusive** use of Strick's archive photographs identified in the electronic file labeled "David Strick's Archive Photos", a copy of which has been delivered to the LATIMES.com, and a copy of which has been retained by Strick (collectively, the "Archive

Photographs”).

1. Grant of Rights.

(a) A fully paid up, **non-exclusive** worldwide license to any and all rights (including, e.g. copyrights) for the term of the Agreement to the Archive Photographs published by LATIMES.COM, or its licensees under this Agreement for the purpose of reproducing, distributing, performing, displaying, and/or preparing derivative works of or compilations that include, the Archive Photographs or any portion thereof, in any format or media whether now known or later devised, excluding books ("Media"). For the avoidance of doubt, LATimes.com acknowledges that the copyright to the Archive Photographs is owned by Strick.

(b) LATIMES.COM may sublicense any and all rights granted by the license in paragraph II.1. (a) above as part of a compilation of LATIMES.COM or Los Angeles Times content that is identified as such.

(c) LATIMES.COM will have the right to use Strick's name, photograph, and likeness in any format in any Media to promote LATIMES.COM, its affiliated publications, the Feature, or other publications or services that publish or will publish any of the Archive Photographs. In addition, Strick waives all moral rights with respect to any of the Archive Photographs published by LATIMES.COM, including without limitation, any and all rights of approval, restriction, or limitation on use or subsequent modifications. LATIMES.COM shall not be obligated to provide printed credit to Strick in LATIMES.COM or Los Angeles Times publications but, in its sole discretion, LATIMES.COM shall exercise commercially reasonable efforts to publish such credit. LATIMES.COM shall not be obligated to actually publish any of the Archive Photographs.

2. Warranties. Strick hereby warrants and represents that Strick is the sole owner and creator of the Archive Photographs and that Strick has the full right, power and authority to enter into this Agreement. In obtaining or taking the Archive Photographs, Strick's actions were governed by the ethical standards of journalism. Strick further represents and warrants that the Archive Photographs are original and that to the best of his knowledge use of the Archive Photographs pursuant to this Agreement shall not constitute a libel or invasion of privacy of, or be in violation of any copyright, proprietary, personal or other right of any person, firm or corporation. LATIMES.COM agrees that LATIMES.COM shall be responsible for any liability arising from its captioning, editorial content, mislabeling or any other cause within LATIMES.COM's sole control. The warranties contained herein shall survive beyond the term of this Agreement any assignment of this Agreement.

III. Miscellaneous.

1. Remedies. In the event of any breach of this Agreement, Strick shall be limited to Strick's remedy at law for damages, if any, pursuant to paragraph III.6. below, and Strick shall not have the right to enjoin or restrain the production, publication, distribution, or sale of any Media or any other publication or service of LATIMES.COM, the Los Angeles Times or their affiliates.

2. Further Instruments. Each party agrees to execute and deliver to the other party any and all instruments in such form as such party may reasonably require to evidence, establish or protect its rights under this Agreement or for the purpose of the use, license or other distribution or exploitation of any rights granted to LATIMES.COM in this Agreement.

3. Consents. As requested by his editor, Strick shall be solely responsible for obtaining the full names and correct spellings of all persons featured in the Photographs and the Archive Photographs. Strick shall be responsible for obtaining any written consents from persons appearing in the Photographs and/or Archive Photographs where such consents are required by LATIMES.COM.

4. Assignment. LATIMES.COM may not assign this Agreement without Strick's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that LATIMES.COM may freely assign this Agreement to its affiliates, subsidiaries, or successor-in-interest without Strick's consent.

5. Litigation/Third Party. As between Strick and LATIMES.COM, LATIMES.COM will have the initial right to negotiate, litigate and settle any and all third-party claims with respect to the Photographs and/or Archive Photographs licensed under this Agreement at its discretion and at its sole cost; provided, however, that no settlement shall affect Strick's ownership or exploitation of the copyright of the Photographs and/or Archive Photographs without Strick's prior written consent, which shall not be unreasonably withheld. All recoveries received by LATIMES.COM in pursuing such rights will be the property of LATIMES.COM.

6. Arbitration. Strick and LATIMES.COM agree that any and all claims, disputes, or controversies between them shall be resolved through mediation and binding arbitration as set forth below and such mediation and arbitration shall be the sole and exclusive remedy. Strick and LATIMES.COM voluntarily and intelligently waive and give up any right to a jury trial, and agree to the arbitration of any and all such claims with full knowledge that they have irrevocably given up any such jury trial rights.

(a) Any party to this Agreement who wishes to make a claim against the other party must do so in writing within the applicable statute of limitation. The failure of the party to make a claim within this time period shall forever bar the party from making such claim. A claim by Strick must be delivered to LATIMES.COM. Claims shall state a description of the dispute or controversy in sufficient detail to advise the other party of the nature of the dispute or controversy, the names of all witnesses with knowledge of the dispute or controversy, and the relief requested.

(b) Upon the delivery of the claim, the matter shall be submitted to JAMS or its successor for mediation, and if the matter is not resolved through mediation, it shall be submitted to JAMS or its successor for final and binding arbitration. The mediation and arbitration shall be conducted in Los Angeles, California, in accordance with the most appropriate JAMS mediation/ Arbitration rules in effect at the time of delivery of the claim. The rules are incorporated by reference. Discovery rights provided by California Code of Civil Procedure §1283.05 shall apply and that code section is incorporated by reference. Costs of the mediation and arbitration will be shared equally.

(c) Strick and LATIMES.COM will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals who are retired judges, and in scheduling the mediation proceedings. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session, but in no event may such a demand for arbitration be made later than 90 days after the delivery of the claim. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. In the event of such an arbitration proceeding, the parties shall select a mutually acceptable neutral arbitrator from among the JAMS panel of arbitrators who are retired judges. In the event the parties cannot agree on an arbitrator, the Administrator of JAMS shall appoint an arbitrator who is a retired judge.

(e) In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms and conditions provided herein. The arbitrator shall render an award and a written, reasoned opinion in support thereof, stating all findings of fact and conclusions of law. Judgment on the award may be entered in any court of competent jurisdiction. The parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, (1) the merits of any action that involves such provisional remedies or injunctive relief, and (2) the terms of any permanent injunction, shall be determined only by arbitration under this section.

7. Entire Agreement, California Law. This Agreement and the Memorandum to which it is attached shall be interpreted in accordance with the laws of the State of California, supersede all other agreements, whether written or oral, and constitute the full and complete understanding of the parties relating to the subject matter hereof. No modification or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties.

If these terms and conditions and the attached Addendum are acceptable, please execute in the spaces provided below and on the Addendum, and return with a copy of your business permit.

David Strick (Signature) _____

Date: _____

Phone Number: _____

Social Security No.: _____

Business Permit – Resale No.: _____

By: _____
LATIMES.COM EDITOR (Signature)

LATIMES.COM EDITOR (Print)

Date: _____

By: _____
LATIMES.COM MANAGER (Signature)

LATIMES.COM MANAGER (Print)

Title: _____

Date: _____

ADDENDUM TO LATIMES.COM ARCHIVE LICENSE AND SERVICES AGREEMENT

By signing the LATIMES.COM Archive License and Services Agreement ("Agreement"), you agree to be governed by the Los Angeles Times Ethics Guidelines and to avoid any activity that would create a conflict of interest or the appearance of a conflict of interest. Below are some examples of the standards of conduct that are required to be followed.

- All services received in the course of reporting or photographing shall be paid for in full out of the assignment fee paid to you by LATIMES.COM.
- You will not accept favors, gratuities, services or anything of value for reporting or photographing other than payment from LATIMES.COM for the assignment.
- You will never accept any form of consideration from sources or subjects of your reporting or photography.
- You will disclose to your assigning editor any financial interest in a subject or source.

A breach of the guidelines or a conflict of interest or an appearance of a conflict of interest is grounds for immediate termination of the Agreement and LATIMES.COM's relationship with you.

Signature

Date

From: Hofmeister, Sallie [<mailto:Sallie.Hofmeister@latimes.com>]
Sent: Friday, June 11, 2010 7:23 PM
To: David Strick
Cc: Fung, Lisa
Subject: RE: our partnership

Dear David:

Thanks for your email. As provided in our agreement, your name will be removed from the title of the feature by July 1. Latimes.com will also make sure all of the archive photos you brought when the deal originated will also be removed by July 1.

As for the photographs commissioned by latimes.com that you submitted, have been accepted, but not yet published, first, as you note, the agreement provides that you were required to deliver at least 20 photographs per month on average. There was not a cap on the commissioned photographs to be delivered by you, just a minimum.

Second, as with all of the photographs we commissioned under the agreement, you retain ownership of the copyright and latimes.com holds a perpetual and irrevocable license to use them in any format or media. The license is exclusive for first publication and for one week after the date of first publication. Thereafter the license is non-exclusive worldwide. That is still true. The latimes.com license to use the commissioned photographs does not terminate because the agreement was not renewed. Non-renewal does limit the latimes.com license to publish the commissioned photographs in print to 6 photos per calendar year. That section of the agreement applies to use of the photographs in the print publications of the Los Angeles Times, not a user's ability to print a copy of a photograph from the web.

We are unaware of any agreement regarding a loan of your framed prints. We have searched around the building and have found four pieces of your work, which we have collected and you are free to pick up from our offices. Just let me know when that is convenient for you. My best advice is that you contact Richard Rushfield to inquire about the other prints.

Best,
Sallie