



How do you copyright your work with illustrations or photos created by friends & family?

CopyrightTips from experts* at [CopyrightsNow.com](https://www.copyrightsnow.com)

Question: Your friend or family member offers to create illustrations or take photos for your book. So, who owns the work product? And how do you copyright your book?

The answer depends on who has 'ownership' of the work created (i.e., illustrations, photos, etc.) and whether ownership gets transferred to you or stays with the original creator.

You may be thinking that using some photos or illustrations are 'No Big Deal'... given it's a family member or friend. And you may be OK if the book is a flop and makes no money. But if the book is a 'winner' and earns lots of money... that's when the 'wolves will come after you'... and may claim it was their contribution that made it a success or even sue for copyright infringement and money damages for using their work!

So, it is always best to be pro-active and have a written understanding of who owns the 'rights' to the work with a written document to avoid future legal entanglements!

There are two basic situations to using another's work:

- (1) You use the work with permission (but don't own copyrights)*
- (2) You own the 'rights' to the work under a 'Work-for-Hire' agreement and do own the copyrights*

Each situation requires different procedures to properly define intellectual property ownership and for filing your copyright registration to protect your work as a whole.

Making a mistake can invalidate your copyright protection and expose you to legal liabilities. ([Learn more](#))

Copyrights can be very confusing - especially if you have elements in your book that are created or contributed by others: such as illustrators or photographers or licensed stock-art.

If you create all elements in your book yourself (i.e., story, illustrations, art and/or photos) then you own all 'rights' to these elements. And if they are packaged as one Work, then you can copyright protect all these elements on one copyright registration.

However, if you only create the story (i.e., text) and some elements - and used illustrations, art and/or photos or stock-art in the book or book cover or sleeve *from other sources - including friends and family - then* then you can't claim copyrights on those other contributions unless those 'rights' were assigned or transferred to you under a *'Work-for-Hire' or other written agreement**

Situation (1) - You use work created by another entity with permission

You can use content created by others as part of your book if you have permission or a license (in writing) from the creator or stock-art house and you *exclude* claiming copyrights to those contributions.

Since some illustrations and/or photos included in your book were created by other *entities (i.e., illustrator, artist, photographer, or stock-art)* then you need to limit your copyright registration by excluding these other contributions as 'Pre-Existing 3rd Party Material' (see Fig 1). *Note:* The contractor who created the work is not listed on the registration.

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Limitation for Pre-Existing Material

If your work includes any 'Pre-existing 3rd Party Material', you cannot claim copyright on that material even if you have permission and/or a license. Check 'Yes' and list type of material below:

Pre-existing material? Yes No

Check 'Yes' if you used any material which you did not create yourself including stock art, other licensed material and public domain/fair use material.

Description *List 'Type' of material (i.e., Text, Art, Audio, etc.) Not a list of all 3rd party material!*

Describe type of pre-existing 3rd party material you used.

Illustrations, Photos

Add'l Notes *Indicate other notes regarding content used / created*

Fig 1: Sample screenshot showing 'Limitation for Pre-Existing Material'

Situation (2) - You own the rights to the work created by another entity (individual or company)

Copyright ownership of a creative work automatically rests with the person who created the work, unless there is a written agreement such as a 'Work-for-Hire' or Assignment Agreement which transfers 'rights' to another entity.

Accordingly, you could use a 'Work-for-Hire' agreement which defines the relationship between the parties and the work created under the agreement; and transfers of ownership of all rights to you (as the Client). In this case you actually list yourself as the 'Author' of the work for copyright purposes.

WORK FOR HIRE AGREEMENT

This **WORK FOR HIRE AGREEMENT** (the "**Agreement**") is made this 25 day of Sept, 2023 (the "**Effective Date**"), by and between Client, an entity organized under the laws of the state of Michigan having an office at 123 Main Street, Your City, MI 99999 ("**Client**") and Nancy Artist ("**Independent Contractor**").

Whereas the author / creator of the work My Family Book, hereinafter the Independent Contractor and the Client wish to enter into agreements to further protect their intellectual property rights and business interests;

Now in consideration of the foregoing, One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Independent Contractor, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Definitions. Whenever used in this Agreement, unless the context clearly requires otherwise, the following words and phrases shall have the following meaning:

a. "Client Materials" means any and all documents, drawings, records, hardware, software (including source, object and executable codes), computer files, databases, memoranda, papers, data, and other materials in any form and on any media, in any way relating to any of the information disclosed, generated or obtained pursuant to this Agreement (including, without limitation, any Confidential Information or Innovations) or as a result of the Independent Contractor's involvement with the Client.

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*Fig 2: Excerpt from Sample 'Work-for-Hire' Agreement
(Note: Always have your own attorney review and customize all legal documents)*

With 'Work-for-Hire' agreements, you would treat these artistic contributions (i.e., illustrations, photos, etc.) as if you created them yourself - and list them as your contribution (see Fig 1) and also select 'Yes' for 'Work-for-Hire'. The contractor who created the work is not listed on the registration. (see Fig 3).

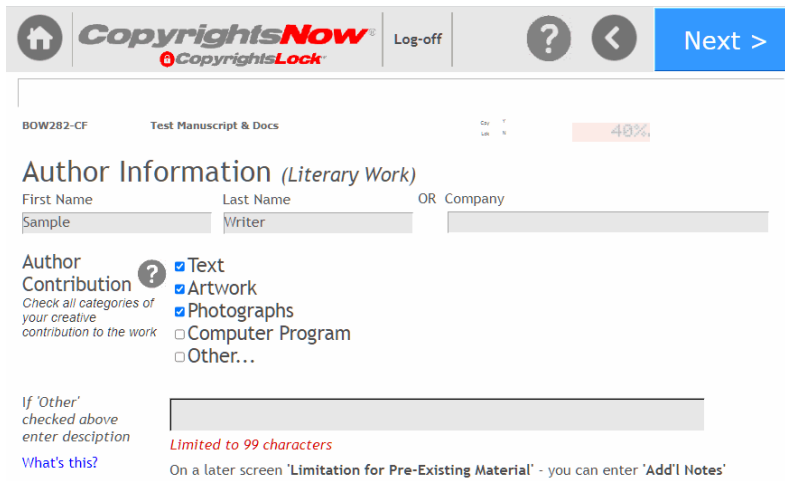


Fig 3: Sample screenshot of Author Contribution for 'Text', 'Art' and 'Photos'

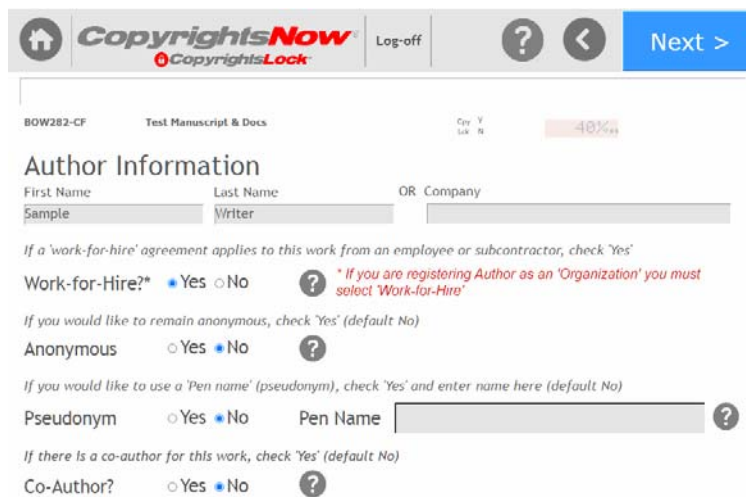


Fig 4: Sample screenshot showing 'Work-for-Hire' selection

CopyrightsNow® is DIY software which provides a fast and easy way to file your copyright registration, including: A personalized dashboard, On-line HELP for all screens, detailed 'Use-Case' procedures and Specialist review to check for potential issues that can delay processing by the U. S. Copyright Office.

As a CopyrightsNow client, you can access a *Free 'Work-for-Hire' Sample* 'fill-in-the-blanks' Agreement for your use and review/customization by your attorney.

For more information on copyright registration and 'Work-for-Hire', see: https://www.digi-rights.com/drights/blogs/Blog_04a_Work-for-Hire.pdf

To start your copyright registration protection, click to [learn more!](#)

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