

PHOTO SESSION AGREEMENT

LOCATION, __/__/____

In consideration of compensation as indicated below, receipt of which is hereby acknowledged, I _____ (hereafter "Model") do hereby irrevocably authorize _____ (hereafter "Photographer"), Photographer's legal representatives, assigns, and those acting under Photographer's permission and on Photographer's authority (as in the case of photographers attending a "group shoot") to copyright, publish, and use in conjunction with self-promotion in all forms and media and manners, any depictions of myself made by Photographer or Photographer's representative, in which I may be included in whole or in part, alone or in conjunction with other persons, or composite or distorted in character, or form, or based on or involving any stunt poses, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, or in derivative works made through any medium, where said depictions may include any or all of still, single, multiple or moving photographic images or pictures, video recordings or audio recordings (collectively hereafter the "Depictions."). It is understood, however, that the Photographer / Model is not given permission or rights to SELL or PUBLISH for any other means than self-promotion.

Model does hereby waive any right to inspect or approve the finished product or advertising or other copy that may be used in connection therewith or the use to which they may be applied. Model hereby releases and agrees to hold harmless Photographer, his legal representatives, assigns, and all persons acting under his permission or authority, from any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, unless it can be clearly shown that the publication thereof were maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

TALENT / MODEL RELEASE

This consent establishes the release and unconditional use of all images, in whole or in part, in original or modified form, alone or in combination with other photographs, sketches, visual effects, artwork and/or textual matter, whether factual or fictional and whether used in conjunction with my real or other fictitious name, as specified within. At the sole discretion of the Photographer, this consent shall also extend to any publishers, printers, clients, agents, licensees or assignees specifically chosen and authorized by him/her, which make use of the Model's image.

The Photographer shall charge no fee at any time to the Model for this photographic work, and the Model shall charge no fee at any time to the Photographer for this photographic work.

1. The Photographer will provide copies of images within a reasonable time following the shoot (< 6 months) to the Model in the form of a CD, or via download on an ftp site on the Internet, containing:

- a. the edited/ finished / approved high-resolution portfolio images
- b. **all** of the images taken during the shot *in original size/state*.
- c. **all** of the related media [ie video recordings or audio recordings]
- d. In case previously stated [YES/NO] the Photographer shall provide prints, as following:

- **Selection of Prints:** Model will, at Model's sole discretion, select Images for Model's prints. All prints will be fully retouched and portfolio grade prints.
- **Number of Prints:** Model will receive _____ 8 inch by 10 inch prints at no charge. Model shall pay to Photographer the sum of €_____ for each additional 8 inch x10 inch print.
- **Delivery:** Photographer shall provide proofs to Model no less than 30 days after the session. Prints will be provided to Model no less than 30 days after Model's request and print selection is received by Photographer.

2. Model's image may be reproduced for art and portfolio presentation, including photographic and/or electronic formats, in galleries, museums, internet sites, fine art books/magazines and all other non-commercial uses unless specified herein.

3. Model's image may be used in the advertising and/or publicity for the work of the Photographer.

4. Images provided to the Model from the Photographer may be used by her in the course of her self-promotion; these images may not be used for commercial purposes in which the Model receives payment for their use, and vice versa.

5. The Model hereby waives any right to inspect or approve the finished photograph or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied.

6. The Photographer grants Model the right to modify and reproduce thereof in color or otherwise, or in derivative works made through any medium, where said depictions may include any or all of still, single, multiple or moving photographic images or pictures, video recordings or audio recordings. Copyrights belong to both the Model as Artist and the Photographer, unless specified herein.

The Photographer hereby waives any right to inspect or approve the finished photograph, artwork or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied, and images can be used as stated in points 2, 3, 4 and following.

7. The Photographer does hereby grant the Model reproduction rights on all copyrighted images. The Model may use these for their own self-promotion, including publishing and distributing (hardcopy and/or via Internet) said images as long as the Photographer's copyright © notice remains intact, or is otherwise attached or stated with the image.

8. Photographer grants Model nontransferable and nonexclusive reproduction rights to the Images. Model shall not transfer, license, sell, lease, or otherwise confer either permanently or temporarily any reproduction rights to any Images, to any third party.

9. RESTRICTION: The Model deals strictly with "G-to-PG" rated images and does not wish any of her photos to be used in conjunction with a nude or adult related material or sites.

10. Model's consent may be extended to commercial uses of her image, with the attachment of a Commercial Use Addendum, which shall make no other changes to the terms of this Release, except as specifically noted.

COMMERCIAL RELEASE

This Addendum shall extend the Session Release to commercial uses of the Model’s image, in whole or in part, in original or modified form, alone or in combination with other photographs, sketches, visual effects, artwork and/or textual matter, whether factual or fictional and whether used in conjunction with the Model’s real or other fictitious name, as specified within. At the sole discretion of the Photographer, this Addendum shall also extend to any publishers, printers, clients, agents, licensees or assignees specifically chosen and authorized by him/her to produce and distribute commercial products, which make use of the Model’s image.

- 1. All of the rights stated in the model release are valid; the commercial release does not cancel all previous negotiations, agreements, commitments, understandings, and writings that can be found in the talent/model release, as it’s an addendum only to define commercial use of the photographs.
- 2. In case the photos are sold by both parts [ie, prints], the incomings will be shared between the Photographer and the Model. The material 'for sale' must be chosen and approved by both the Model and the Photographer before to sell them. The share percentage is set to 50%.
- 3. This document also serves as a “release” from the Photographer to photographic labs providing permission for them to print, on behalf of the model, any images shot by the Photographer and which may or may not contain the Photographer’s copyright © warning, at the above described condicions.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Photographer and Model and supersedes and cancels all previous negotiations, agreements, commitments, understandings, and writings in connection with the subject matter of this Agreement. This Agreement may not be released, discharged, abandoned, supplemented, amended, or modified in any manner except by a written instrument duly executed by Photographer and Model and shall not be strictly construed against either party.

I hereby warrant that I am at least Eighteen (18) years of age, and competent to contract in my own name insofar as the above is concerned.

I have read the forgoing release, authorization and agreement, before affixing my signature below, and warrant that I fully understand the contents thereof.

Printed name: _____

Printed name: _____

Business Name: _____

Business Name: _____

Date of Birth / Current Age: _____ / _____

Business Address: _____

Telephone(s) : _____

Telephone(s) : _____

Website: _____

Website: _____

Email address: _____

Email address: _____

Alternative email address: _____

Alternative email address: _____

Model Signature: _____

Photographer Signature: _____

Date: _____

Date: _____