

TFCD Contract Model Release Form

This document constitutes a binding contract between _____ (“Model”), and _____ (“Photographer”), regulating the ownership and use of photographs and derivative works based thereupon (“Photos”) taken by Photographer of Model on the date of ____/____/____ for all lawful purposes, subject to the terms and conditions described below:

This is a non-commercial arrangement were Model (in the interest of gaining modeling experience) agrees that in exchange of modeling time, he/she shall receive processed photographs of Model by Photographer in the quantity and format:

Number of Digital Files: _____ Resolution: ~ _____ x _____ mpx in JPEG / RAW format

Delivery shall take place no longer than _____ days after the date this contract is signed by Photographer. This delivery constitutes the whole obligation of the Photographer towards Model.

Photographer (and his/heirs, licensees or assigns) **owns the copyright**, moral rights and all other intellectual property rights to the Photos, with right of lawful disposition of any manner.

***Photographer may use the photos for purposes related to promoting his/her photography business.** This includes but is not limited to: advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites.

***Photographer will not sell or transfer publication rights** to any of the Photos except with Model’s prior consent.

***Model may use the photos for purposes related to the promotion of Model’s modeling business.** This includes but is not limited to: advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites.

***Model will not sell or transfer publication rights** of any of the Photos without Photographer’s prior consent.

Photographer has the moral right to be identified as the author of the Photos when copies of the Photos are presented to the public, and shall communicate this to publishers, designers, and other third parties acting on Model’s behalf to create presentation material using the Photos.

Photos shall not be cropped, altered or distorted in any way when they are used to promote Model’s modeling business. Any watermark and copyright notice that appear as part of a Photo must be left intact.

Model releases and agrees to hold Photographer (and/or his/her heirs, licensees or assigns) harmless from any claim or liability in connection with the publication or use of Photos in any manner or form, unless it can be clearly shown that the forgoing was maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

Model affirms that all poses, positions and situations enacted in the Photos covered in this release were entered into without coercion, force or threat, and were posed freely by Model with Model’s full consent. Model hereby affirms that his/her **date of birth** is ____/____/____ and that Model is fully able to contract in his/her own name without breach of any prior agreement or applicable law, including, but not limited to, prior agreements with modeling and talent agencies.

Both Model and Photographer affirms to have read this contract prior to its execution and agree to the contents thereof.

Model’s Signature

Signature of Model’s parent or guardian, if Model is under 18 years of age)

Date _____

Photographer’s Signature

Date _____