

Release / Service contract – 2019.07

Parties involved in this agreement

Photographer	Model (Talent)
Full Name of Birth –	Full Name of Birth –
Address –	Artistic Name –
Email –	Address – not required
Phone Number -	Email -
	Phone Number –

Date / time of the session and location

It was agreed upon to conduct the session on 01.07.2019-03.07.2019, ca. 09.00 to ca. 18.00 CET

Genre agreed upon

The genre is:

Monetary compensation

The photographer agreed to pay the following compensation to the model:

Euro: TBD - Session and images (cash provided on arrival on location)

Euro: TBD - Travel costs

Content of this agreement

Between the above Parties is agreed that images of the model are created under the following statement of rights granted to both parties. This agreement and the rights granted therein are inherited by the legal heirs of the above persons.

Rights and responsibilities of the model

The photographer agrees that the model is entitled to:

Select a decent number of the above images and use those images for the purpose of publication in his / her portfolio, print or online media, including social media networks as long as terms defined in “Exclusion of use for specific purposes” is not violated.

- The photographer will in agreement with the model retouch a selected number of images and make them available in a high resolution format as agreed upon (jpg, psd, tiff, png). If agreed upon he will make images available which are editable for further post-processing but no RAW images.
- The model may use the above images for commercial purposes if the photographer grants explicit permission. Specifically he needs to be aware of the use of the relevant images and so that he can execute his right as defined in “Exclusion of use for specific purposes” if required.
- The model will receive all images that are intended for potential publication to exercise a personal review. In a case where those images contain nudity the model may negate the publishing of such images where he/ she feels that they could harm his or her reputation.

The photographer will then refrain from publishing those images. It is implied that this review follows reasonable criteria.

Rights and responsibilities of the photographer

The model agrees that the Photographer is entitled to:

- Use the relevant images for the purpose of publication in his portfolio, print or online media, including social media networks as long as no commercial use is involved.

The use of the above images for commercial purposes requires to include this right in the contract or an individual express and written agreement of the above model.

The photographer will only publish the above images referring to the models artistic name (see above) and personal website but will not expose private credentials or contact information to third party without written consent of the model.

Exclusion of use for specific purposes

- Both parties agree that the images created must not be used for the following purposes or media of publication or any other potential use regarded as malignant or discrediting, pornographic, racist, violent, abuse of any kind, political or military.
- Both parties may also negate the use of the above images if the purpose as described in the above section (Exclusion of use for specific purposes) is unclear or the participating person is obviously displayed in an unfavorable fashion.
- No participant is allowed to publish of this session: content of any kind, “Before-After” images or images prior to retouching other than those of him-/herself that could present anyone in an unfavorable fashion.
- It is allowed to publish behind the scenes snapshots as long as they do not violate personal rights or privacy regulations of the GDPR or present any of the participants in an unfavorable fashion.

Rights of compensation on cancelation of the session

- The model will be fully compensated regarding the fees stated above if the session is canceled by the photographer for personal or other reason one work week or less than one week prior to the original date of the session and exclusion of compensation has not been agreed upon explicitly and in writing.

Location release

- The location is in possession of the photographer and full location release is existing either for personal or for commercial purposes.

Settling dispute

- Both parties should exercise reasonable criteria when taking decisions and should discuss open questions non-anonymously prior to taking legal or other more drastic courses of action. The photographer expresses explicitly that he is fully open to discuss requirements of the model and include them to the contract where reasonable.

Other remarks

This contract does not in any way relate to any other agreements and does not create a working relationship other than that the images above were created under the terms of this contract.

By signing this agreement the relevant party / parties state(s):

- That she / he is at least 18 years of age at the time of the creation of the above images and has the right to contract in his / her own name. Otherwise a parental guardian is required to sign the contract.
- That they have read the above authorization, release, and agreement, prior to its execution carefully and fully understood its meanings and implications.
- That they will honor the principles and regulations of the GDPR privacy regulation of the EU.

Signatures of involved parties