

# TIME FOR PRINT AGREEMENT FOR MODEL

This agreement is entered into by:

**Marcin Ciesielski** and his heirs (hereinafter referred to as "PHOTOGRAPHER")

and \_\_\_\_\_ (hereinafter referred to as "MODEL")

and refers to Photo Shoots(s) conducted on date(s) .....

This agreement regulates the fee/compensation, the ownership, and use of photographs and derivative works based thereupon (collectively hereafter known as Images) taken by Photographer of Model on the date(s) stated above for all lawful purposes, subject of the terms and conditions described below.

The basis of this contract is a non-commercial agreement where Model in the interests of gaining more modelling experience and/or building a portfolio, agrees that in exchange of modelling time he/he shall receive processed Images as described below.

Model have agreed to enter this agreement for the purpose of "time-for-prints" whereby Photographer will provide photography services and prints to Model at no cost to Model, and Model will provide modelling services to Photographer at no cost to Photographer, both in accordance with the following Definitions and Provisions:

## DEFINITIONS

"The Image" or "Images" shall refer to and mean the photographs of Model created by Photographer on the dates stated above, regardless of media or form of storage or representation.

## PROVISIONS:

### Prints and Digital Imagery

Model will receive 12x8 inch print(s) at no charge.

Photographer shall also provide Model with high resolution (12x8 inch @300ppi, JPG, sRGB), portfolio quality digital file copies of all Images, delivered in electronic form agreed with Model.

In order to assure only the highest quality Images are used/released, Photographer reserves final decision on which Images will be delivered and what kind of post-processing (if any) will be applied. Delivery of Prints and respective digital file copies constitutes the whole obligation of Photographer towards Model.

Model waives all rights to inspect and/or approve Images created by the Photographer or on behalf of the Photographer.

### Reproduction Rights

Photographer grants Model non-transferable and nonexclusive reproduction rights to the Images. Model agrees that all copyrights, moral rights, and all other intellectual property rights to the Images belong to the Photographer and or his heirs, licensees or assigns.

Model agrees that, while he/she may use the Images for purposes related to the promotion of Model's modelling business, including, but not limited to: advertising, portfolios, exhibitions, contests, and promotional web sites, Model shall not transfer, license, sell, lease, commercialise or otherwise confer either permanently or temporarily any reproduction rights to any Images, to any third party without Photographer's prior written consent.

Photographer retains all the rights to the Images and may use them to promote Photographer's business, including, but not limited to: advertising, portfolios, exhibitions, contests, and promotional web sites. Photographer may also license, sell, lease, or commercialise Images to any third party.

Model agrees that the Images shall not be post-processed, altered or distorted in any way by Model or any third party without written consent from the Photographer.

### Copyright and Photo Credit

Model understands that Photographer has a moral right to be identified as the author of the Images when copies of them are presented to Public, and shall communicate this understanding to publishers, designers, and other third parties that act on Model's behalf to create the presentation material using the Images.

Model shall make reasonable efforts to affix Photographer's copyright notice and photo credit to any Images reproduced by Model. Photo credit shall read "**Quality Pixels Photography (Marcin & Sylwia Ciesielski)**"

Initials: .....Model

.....Photographer

### Release and indemnity

Model releases and agrees to hold Photographer and/or his heirs, licensees or assigns, harmless from any claim or liability in connection with the publication or use of the Images in any manner or form whatsoever (in agreement with this contract), unless it can be clearly shown that the foregoing was maliciously caused, and produces, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, and indignity.

Model hereby affirms that all poses, positions and situations enacted in the Images covered in this contract, were entered into without force, coercion or threat whatsoever and were posed freely by Model with Model's full consent. Model further agrees to hold Photographer, his legal representatives, assigns, and those acting under his permission blameless and free of all accusation of such force or coercion.

### Entire Agreement

Model hereby affirms that he/she is over the age 18 and is fully able to contract in his/her own name without breach of any prior agreement of applicable law, including, but not limited to, prior agreement with modelling and talent agencies.

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.

Photographer and Model further state that they have carefully read the foregoing Agreement and know the contents thereof, they sign the same as their own free act, and that they are empowered and authorized to bind themselves and/or their principals to the terms of this Agreement.

THIS IS NOT A CONTRACT OR AGREEMENT FOR WORK FOR HIRE. THE IMAGES ARE NOT THE PRODUCT OF A WORK FOR HIRE.

<b>Photographer:</b>	<b>Model:</b>
Name: Marcin Ciesielski	<i>(please legibly print everything except signature)</i>
Phone:	Name: _____
Address:	Date of Birth: _____
Zip:	Phone: _____
City:	Address: _____
Country:	Zip: _____
Email:	City: _____
Date: _____	Country: _____
Signature: _____	Email: _____
	Date: _____
	Signature: _____