

## MODEL AGREEMENT

For good and valuable consideration herein acknowledged as received, the Model and the Photographer (each as identified in the signature section below) hereby agree as follows:

1. Photographs.

This agreement (this "Agreement") applies to any and all photographs of the Model and/or the Model's property (the "Property") taken on the session date(s) noted below (collectively, the "Photographs").

2. Grant of Rights.

The Model hereby grants to the Photographer, and the Photographer's agents and representatives, licensees and sublicenses, assigns, heirs and successors, the perpetual, irrevocable, worldwide right to use the Photographs for any purpose whatsoever in any and all media now or hereafter known, including, without limitation, the right to reproduce, distribute, perform or display, create derivative works based upon and copyright and obtain copyright registrations of, the Photographs, whether in whole, in part or as part of a composite work. The foregoing right also includes the right of sale, broadcast, exhibition in promotion, advertising and trade. The Model acknowledges and agrees that all uses shall be without further compensation to the Model. The Model consents to use of the Model's name or any fictitious name, or any caption or printed material, in connection with the Photographs.

3. Ownership.

The Model acknowledges and agrees that the Photographs, and all right, title and interest in and to the Photographs, including all copyright and other intellectual property rights, and all rights in and to the physical Photographs themselves and all reproductions, are the sole property of the Photographer. The Model agrees that the Photographer may in his or her sole discretion protect the copyright and other intellectual property rights relating to the Photographs, and dispose or authorize the use of any or all such rights in any manner whatsoever.

4. Release and Indemnity.

The Model hereby releases and indemnifies the Photographer, and the Photographer's agents and representatives, licensees and sublicenses, assigns, heirs and successors, from and against all claims, expenses (including attorney fees) or other liability arising from and against any and all uses of the Photographs, including, without limitation, any claims or actions based on libel or slander or other defamation, right of privacy or "false light", right of publicity, or blurring or distortion or alteration whether or not intentional.

The Model and Photographer each hereby warrant that he or she has read this Agreement prior to execution, and is fully familiar with the contents of this Agreement. If the subject of any of the Photographs is Property, the Model hereby warrants that he or she is the owner, or otherwise has the right to permit the photographing, of the Property. This Agreement shall be binding on the agents and representatives, licensees and sublicenses, assigns, heirs and successors of each of the Model and the Photographer.

IN WITNESS WHEREOF, the Photographer and the Model (or the Model's parent or guardian, as applicable) have executed this Agreement as of the date indicated below.

DATE: \_\_\_\_\_

PHOTOGRAPHY SESSION DATE(S): \_\_\_\_\_

\_\_\_\_\_  
The Photographer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
The Model

(I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

(If the Model is a minor)

I represent and warrant that I am the parent or guardian of the Model and consent to this Agreement.

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name