



Model Release and Trade for Photographs Agreement

Curt Burgess, of Photoworks.ws, ("Photographer") and _____ ("Model"), collectively referred to as the "parties," deem it to be in their mutual benefit to enter into this Agreement for the purpose of "trade for photographs." Photographer agrees to provide certain photography services to Model at no cost and Model agrees to provide modeling services to Photographer at no cost in accordance with the following:

Definitions

"Images" or "Photographs" shall refer to photographs of Model taken by Photographer on the _____ day of _____, 20____.

A "Set" is a photographic session with a distinct outfit or setting. A photographic session can include more than one Set.

Photography Services Provided to Model

Photographer agrees to photograph Model for a photographic session of at least one Set. Model will be allowed for a limited time to review usable proofs (in Photographer's discretion) from the session. Photographer will provide to Model the digital photographic file for at least one Image from each Set as selected by the Model and approved by the Photographer.

Model Services Provided to Photographer

Model agrees to model for Photographer for a photographic session of at least one Set.

Reproduction Rights Granted to Model

Photographer grants Model limited nonexclusive reproduction rights to the Images as follows:

Model may use the Images for purposes of self-promotion for an unlimited time.

Model may request from Photographer the right to license, sell or otherwise confer any reproduction rights to the Images to any third party for a period of five (5) years from the date of this Agreement.

Copyright

If images are not provided with a copyright notice, Model shall affix Photographer's copyright notice (to include the copyright symbol or word "Copyright," the year of publication, and the Photographer's name) to any Images reproduced by Model in the following format: "© 2006 Curt Burgess."

Initials: Model _____; Photographer _____

Release V1.0, 8/2006



Model Release

Model gives to Photographer and his heirs, legal representatives and assigns (“Authorized Parties”) the unrestricted right and permission to use and publish the Images. Model releases, discharges and agrees to hold harmless the Photographer and all Authorized Parties, individually and jointly, from any liability for use of the Images, including for any blurring, distortion or alteration of the Images, that may occur in the taking of the Images or in any subsequent processing, publication or usage of the Images, including without limitation any claims of defamation or violation of rights of privacy or publicity.

Entire Agreement

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

Conflict of Laws

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Should any provision of this Agreement be declared or determined to be invalid or illegal, the validity of the remaining provisions shall not be affected, and the invalid or illegal provision shall be deemed not to be a part of this Agreement.

Capacity to Contract

Photographer and Model further state that they have carefully read the foregoing Agreement, they sign this Agreement on their own free will, and that they are empowered and authorized to bind themselves and/or their principals to the terms of this Agreement.

Model
Address:
Email:

Date

Copy of Picture ID obtained: YES NO

Photographer

Date

Statement of Professional Conduct

I acknowledge that the photography session was conducted in a completely proper and highly professional manner and that this statement was willingly signed at the termination of the session.

Model

Date

Photographer

Date

Curt Burgess, curt@photoworks.ws <phone # & address deleted in online version>