



# TFCD CONTRACT MODEL RELEASE FORM

## Justasurferdude Adventure Photography

This document constitutes a binding contract between \_\_\_\_\_ (“Model”) and **Manie van der Hoven** (“Photographer”), regulating the ownership and use of photographs (“Images”) and derivative works based thereupon taken by Photographer of Model for all lawful purposes, subject to the terms and conditions described below: This is a non-commercial arrangement were Model agrees that in exchange of modeling time, he/she shall receive processed Images of Model by Photographer.

**\*Photographer may use the Images for purposes related to promoting his/her photography business in any online or printed media.** 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 Images except with Model’s prior consent.

**\*Model may use the Images for purposes related to the promotion of Model’s modeling business or personal use in any online or printed media.** 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 Images without Photographer’s prior consent

**IMAGES** - Images will be processed and supplied in the quantity of 15 digital files of Photographer’s choice with a resolution of minimum 4000 x 2667 pixels in JPEG format. Delivery: Within 30 days after work performed via DropBox. This delivery constitutes the whole obligation of the Photographer towards Model.

**COPYRIGHT** - Photographer owns the copyright, moral rights and all other intellectual property rights to the Images, with right of lawful disposition of any manner. Images may be re-edited or altered for specific use as required. Images not released to Model may also be used as above in a way that will not be in breach with the contents of this contract.

Photographer has the moral right to be identified as the author of the Images when copies of the Images are presented to the public. Model shall communicate this to publishers, designers, and other third parties acting on Model’s behalf to create presentation material using the Images. Images shall not be cropped, altered or distorted in any way when they are used to promote Model’s modeling business. For personal use Images may be cropped but not re-processed. Any watermark and copyright notice that appear as part of an Image must be left intact, or when cropped clear credit shall be given to Photographer in description where published.

Model releases and agrees to hold Photographer harmless from any claim or liability in connection with the publication or use of Images 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.

**POSES AND POSITIONS** - Photographer and Model affirms that all poses, positions and situations enacted in the Images will be and were entered into without coercion, force or threat and on Model's full consent.

**NUDITY LEVELS** - Below is a list of nudity levels in Photographer's general scope of work. Model needs to understand levels and consent with Photographer when type of work is agreed upon.

- Portrait - *Fully-clothed.*
- Fashion - *Fully-clothed, but the outfit may include sheer items of clothing and likely to show bare legs, arms, back, and/or mid stomach.*
- Swimsuit/Underwear – *From one-piece swimwear to bikinis and non-sheer underwear.*
- Lingerie\* - *Underwear partially or completely sheer. (No under 18)*
- Implied\* - *Images that give the impression that the model is partially nude. (No under 18)*
- Topless\* - *Upper body from back or front. (No under 18)*
- Artistic or Figure Nude\* - *Lower body only from back and upper body from front. (No under 18)*

\*No Images will be publically displayed without Model's consent and is treated as strictly private.

Any special conditions on usage between Photographer and Model:

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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 as well as scope of work.

Model Signature: \_\_\_\_\_ Photographer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(If under 18, parent or legal guardian should also complete MINOR MODEL RELEASE FORM.)