

Collaboration Agreement & Release

with Mutually Exclusive Usage Rights

Date of Shoot

Location of Shoot

MODEL

Legal Name

Date of Birth

Preferred Modeling Name

Address

City

State

Zip

Email:

Phone Number:

PHOTOG

Legal Name

d/b/a (optional)

Address

City

State

Zip

Email:

Phone Number:

This contract regulates the ownership and use of photographs and/or video and sound recordings (collectively, "the Work"), as well as any derivative works based thereupon, taken this day by the above-named photographer ("Photographer") of the above-named model ("Model").

The basis for this contract is a commercial arrangement where Model and Photographer will each own exclusive publication rights in a subset of the Work, according to the terms stated hereunder:

1. Model will have exclusive publication rights to a subset of the Work ("Model's Images") defined as follows:

e.g. the first 200 photos, all photos taken from 1:00pm - 2:00pm, all shots featuring a red background, etc.

2. Photographer retains the right to publish, commercially or otherwise, any portion of the Work excepting Model's Images (the "Photographer's Images").
3. Photographer agrees to provide to model at least _____ processed, color-corrected, full-resolution images selected from Model's Images. Photographer will deliver to Model at least _____ finished images per week starting from when Model provides Photographer a list of desired images.
4. Photographer grants to Model a perpetual, exclusive license to publish, commercially or otherwise, the Final Images. Photographer may not publish Model's Images—even for promotional purposes—without Model's express, written consent and may not convey publication rights in Model's Images to any third party.
5. Photographer shall retain all copy rights in the Work. Photographer's copy rights shall not be construed as limiting Model's ability to publish the Final Images or Model's Images.

6. Photographer agrees to provide any necessary documentation or paperwork needed by Model to publish Model's Images, however, under no circumstances shall Photographer be required to assign copyright in the Final Images or the Work to a third party.
7. Use of of the Work shall be unrestricted as to location, quantity, or frequency, and may be used for any purpose and in any medium, whether foreseen or unforeseen at this time, except where such use is in contravention of law or the explicit terms of this agreement.
8. Neither party to this agreement shall need the other party's permission or approval to use or publish their portion of the Work nor shall either party have any right to inspect the other party's use of the Work.
9. Permission is granted to both parties to to edit, alter, or distort their portion of the Work, to use them in whole or in part, or to use them in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions.
10. Any permission granted to any party to this document shall extend to their successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual without any further or additional claim for compensation.
11. Use of Photographer's Images may be in conjunction with Model's own name or a fictitious name unless a preferred modeling name has been specified above, in which case the Work may be used in conjunction with that preferred name or another fictitious name, but not Model's legal name.
12. Model specifically consents to appearing nude in some or all of the images. *(Cross out if not applicable.)*
13. Both parties have read and understood this Agreement and warrant being of full legal age to enter into an agreement.
14. With full knowledge of the above, Model hereby releases and shall hold harmless Photographer and his successors, legal representatives, licensees and assigns from all claims or damages including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the Work in accordance with this agreement.
15. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of _____ and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

X

Model Signature

Date

X

Photographer Signature

Date