

ART IMAGINED | STEVEN WEISZ | TFP CONTRACT – Time For Print

This contract (hereinafter referred to as the "Contract") is entered into on _____, between the photographer Steven Weisz/Art Imaged (hereinafter referred to as the "Photographer") and the model _____ (hereinafter referred to as the "Model").

PURPOSE OF THE PHOTO SESSION

The basis for this contract is a non-commercial arrangement where Model in the interest of gaining modelling experience, agrees that in exchange of modelling time, he/she/they shall receive processed photographs delivered to Model by Photographer in the quantity and format described as follows:

Digital files: Minimum Quantity 10-20 total with a resolution of 300dpi, in Jpg format free to download. Digital downloads will be made available via the website specified and owned by the photographer but may also be made available through other media, such as Dropbox or image hosting sites but not directly via social media)

Delivery shall take place in a timely manner and under any circumstance no longer than 14 days after the date of the photo session. This delivery constitutes the whole obligation of Photographer towards Model.

MODEL RESPONSIBILITIES

The Model is responsible for providing suitable clothing, makeup, and accessories for the photoshoot, unless otherwise agreed.

Model agrees that copyright, moral rights, and all other intellectual property rights to the Photos belongs to Photographer and/or his, they or her heirs, licensees or assigns, with full right of lawful disposition in any manner.

Model agrees that, while he/they/she may use the Photos for purposes related to the promotion of Model's modeling business, including, but not limited to: advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites, Model will not sell or otherwise transfer publication rights to any of the Photos without Photographer's prior consent.

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

Model agrees that the Photos shall not be cropped, altered or distorted in any way when they are used to promote Model's modelling business. Any watermark and copyright notice that appear as part of a Photo must be left intact.

Model releases and agrees to hold Photographer and/or his or her heirs, licensees or assigns, harmless from any claim or liability in connection with the publication or use of these images in any manner or form whatsoever under this release form, unless it can be clearly shown that the foregoing was maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

PHOTOGRAPHER RESPONSIBILITIES

The Photographer is responsible for providing the necessary camera equipment and other tools to carry out the photoshoot. The Photographer will take professional and high-quality photos of the Model during the photoshoot. The Photographer has the right to edit and retouch the photos to make them suitable for delivery to the Model.

Photographer agrees that while he/she may use the Photos for purposes related to the promotion of

Photographer's photography business, including, but not limited to: advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites, Photographer will not sell or otherwise transfer publication rights to any of the Photos except with Model's prior consent.

PHOTO SESSION SCHEDULE & DURATION

The date, time, and location of the photoshoot will be mutually agreed upon by the Photographer and the Model. The parties will make reasonable efforts to be present at the agreed location on time and will promptly notify each other in case of any delays or changes.

PREMISES

On occasion these TFP shoots may take place within privately owned premises that are open to the public, such as parks, country estates and or other undefined spaces. In the event that the owner of such a space requires a copy of the prints or images they will be given consent in the same terms as this model release, the images will not be for resale under any circumstance but could be used for and within their promotional materials.

WHEN APPLICABLE - Use of Fine Art Partially Nude or Nude Images for Artistic Purposes

The Model and the Photographer agree that some of the photos may be uncensored, if expressly agreed upon and within the boundaries of legal requirements and respect for the Model's privacy and dignity. The Model understands and agrees that these uncensored images may depict parts of the body that may be considered intimate, suggestive, or nude. The Model confirms that they voluntarily and knowingly consent to the use of such uncensored images for artistic purposes.

The Model hereby grants the Photographer non-exclusive, worldwide, perpetual rights to use, reproduce, adapt, publish, and exhibit the uncensored images within the scope of the Photographer's artistic practice, including but not limited to portfolio, exhibitions, promotional materials, and online publication. The Model understands that the Photographer does not have permission to use the uncensored images for pornographic, illegal, offensive, or harmful purposes.

The Model declares to indemnify the Photographer from any claims, demands, liabilities, costs, and expenses arising from the use of the uncensored images, including claims related to reputational harm, invasion of privacy, or any other legal or moral claims.

AGREEMENT

Model hereby affirms that all poses, positions and situations enacted in the Photos covered in this release 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 blameless and free of all accusation of such force or coercion Photographer, his legal representatives, assigns, and those acting under his permission.

Model hereby affirms that his/they/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 modelling and talent agencies. Both Model and Photographer affirms to have read the foregoing prior to its execution and agree to the contents thereof.

MODEL'S SIGNATURE:

DATE:

PARENT/GUARDIAN'S SIGNATURE (if under 18 years of age):

PHOTOGRAPHER'S SIGNATURE:

DATE: