



www.ardentimages.us 443-994-9020

Model / Publicity Photography Session Agreement & Release

Model Name(s):		Today's Date:	
Address:		Session Date/Time:	
City, State, ZIP:		Session Location(s):	
Phone #s:		Privacy Preferences	<u>Session:</u> Public Group Semiprivate Private <u>Images:</u> Public Group Semiprivate Private
Email:		Session:	Mini Standard Enhanced Custom
Images of: (description of subject(s) & session)		AI Genre	Mythography Portraiture Figurative Dance Fine Art Other: _____
		Style(s):	
		Model to Preview?	AI Meeting Web (low res) Other: _____

SESSION TERMS and CONDITIONS *(please read and sign accompanying Model Release also)*

COMPENSATION:

- **Photographer Test Shoot**, circle type: **TFP** (time-for-prints) **TFCD** (time-for-CD)

Compensation will include at least: _____

- **Professional Model Assignment:**

- Pay Rate \$_____ per hour for _____ hours
- plus travel of \$0.35/mile for _____ miles

PRIVACY/CONFIDENTIALITY: The Model's privacy and confidentiality will be safeguarded according to the Privacy Level in effect for this session (Standard, Enhanced, or Plus, as documented in the Ardent Images Privacy Policy). This policy applies to Model's personal information, Model-Photographer communications, privacy during the session, and use/protection of the images created.

COPYRIGHT/REPRODUCTIONS: If the Model is obtaining images and prints from the session, he/she acknowledges that it is illegal to copy, scan, reproduce, or publish photographs created by Ardent Images elsewhere without the Photographer's written permission. Please contact Jeff for any duplication or publication permission.

I hereby agree with the above terms and conditions and the attached Model Release:

Photographer (print): _____ **(sign):** _____ **Date:** _____

Model (print): _____ **(sign):** _____ **Date:** _____

(if model is under age 18, a parent or legal guardian must sign on the model's behalf below)

Parent/guardian (print): _____ **(sign):** _____

Model Release

For Consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the Content and to use the Content in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Content may be combined with other images, text, graphics, film, digital media, audio, or audio-visual works; and may be cropped, altered, or modified. However, it is understood that Ardent Images, LLC respects models' rights to privacy and dignity; if I have any concerns or desired limitations with respect to use of the works from this Shoot because of nudity and/or other reasons, I will discuss them with the Photographer/Filmmaker in advance and identify any specific intended restrictions in writing in the Agreement.

I agree that I have no rights to the Content, and all rights to the Content belong to the Photographer/Filmmaker and Assigns except as specifically identified in writing in the Agreement. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns including claims for libel or invasion of privacy. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the country/state nearest to the address of the Model (or Parent) given in the Agreement.

It is agreed that my personal information will not be made publicly available, unless agreed to in writing by me, but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees/assignees of the Photographer/Filmmaker and transferred to countries with different data protection and privacy laws where it may be stored, accessed, or used. Ardent Images will make all reasonable efforts to protect Model's privacy with respect to this session in accordance with the privacy policy level indicated on the session agreement. I represent that I am 18 years of age and have the full legal capacity to execute this release.

Name to be used when referring to me in context of works produced in this Shoot (initial preference):

_____ my own name _____ no name to be used _____ a fictitious name: _____

The following exception to the paragraphs above will be in effect, provided that a means of contact is made available (and updated, if changed) to Ardent Images, LLC by the undersigned model, and that no extraordinary means of contacting the Model are required:

Any direct trade use of the images from this session will entitle models appearing in those images to equally share a total of 50%, not to exceed a total of \$2000.00, of any net proceeds received by Photographer/Filmmaker specifically attributable to the images used after deduction for reasonable costs incurred for production and promotion of those images. This entitlement in no way obligates Photographer/Filmmaker to actively promote, pursue, or agree to the sale of any images.

If the person photographed is under 18, I certify that I am his or her parent or legal guardian and I give my consent without reservation to the foregoing on his or her behalf.

DEFINITIONS: "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENT" means all photographs, fil, audio, or other recording, still or moving, taken of me as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "MODEL" means me and includes my appearance, likeness (direct or modified), and voice. "PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "I" and "me" in this release, as the context dictates. "PHOTOGRAPHER/FILMMAKER" means the photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film or recording session in this form. "AGREEMENT" refers to the informational/descriptive part of this form including any compensation identified.

Model: _____

Date signed: _____

Signature: _____

Witness: _____