

# Professional Model Release Contract

## 1. Parties

The parties to this **Professional Model Release Contract** (shall be referred as "**Contract**" hereinafter) shall be;

The "**Photography Agency**"

The "**Model**"

**WHEREAS** the Photography Agency is a company that works with brands to provide on-demand catalog photographs and the Model works as a professional freelance model in line with the contracts with photography agencies.

**WHEREAS** the Photography Agency and the Model agrees to collaborate under the terms and conditions set forth below;

## 2. Term and Termination

This Contract shall become effective upon execution by the signatories hereto and shall continue in full force and effect until terminated pursuant to this section.

In the event that either party seeks to terminate this Contract, they may do so by mutual written consent. In case the Contract is terminated by written consent, the parties also decide on the consequence of the planned works. Nonetheless, each party may terminate the Contract unilaterally by giving 30 days' written notice. In this case, too, the terminating party shall clearly state its demands for ongoing or planned work.

Either party may terminate this Contract if the other party breaches any terms of this Contract. Where the termination is based on a breach of the Contract, a 7 day written notice is sent to the violating party which describes the reasons for the breach.

In case of breach of the Contract, reasonable compensation may be demanded from the violating party according to the nature of the situation within the framework of applicable laws. The right to compensation regarding the Prohibition on Competition is reserved.

### 3. Price and Payment Schedule

The hourly price of the Model is \_\_\_\_\_. The Model knows and accepts that no other payment will be made other than this amount, for reasons such as the right to use, transfer of nonmaterial rights etc.

The Model shall be paid up through and including the transportation hours for all work performed on the last day of every month. The Model agrees that he/she is entitled to no other payments arising out from the relationship between the Photography Agency and its business associates.

If no vehicle will be provided for transportation, the transportation of the Model to the shooting area is covered by the Photography Agency and is paid one day before the shooting day at the latest.

### 4. Release of the Model

The signing of this Contract by the Model constitutes a commercial model release by the Model to the Photography Agency. The Model grant the Photography Agency and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs and video records of the Model for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Model releases all claims to profits that may arise from the use of any images.

## 5. Obligations of the Parties

- The Photography Agency notifies the Model in writing of the shooting day and time, location, and purpose of shooting at least 10 days before the shooting day and receives the Model's approval. If the shooting will be for a specific brand or organization, this will also be reported.
- The Model has to report a positive and negative response in writing at the end of the third day following the notification made to it. The model does not have to give reasons if it rejects the shooting.
- The Photography Agency is responsible for ensuring the security of the shooting area. The Model may refuse to participate in the shoot if there is a situation that clearly threatens his/her safety. After the safety vulnerability is fixed, the Model has to continue shooting.
- The Model may use its own photographs in its website, social media accounts etc. In this case, the Model is obliged to put a statement on the photograph showing that the photograph was taken by the Photography Agency.
- Photography Agency retains all copyrights to all images created during the Model's session. A print release will be given with digital files to print portraits for personal use. The print release does not allow publication of your portraits (i.e. entering in contests), selling or altering of your images without the photographer's written permission.

## 6. Independent Contractors

The parties to this Contract are independent contractors. Neither party is an agent, representative, employee or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.

## 7. Non-competition and Non-solicitation

The Model agrees that, during the term and for a period of twelve (12) months thereafter, he/she shall not in any manner, directly or indirectly, on behalf of himself or any person, firm, partnership, joint venture, corporation or other business entity, enter into or engage in any business which is engaged in any business directly or indirectly competitive with the business of the Photography Agency, either as an individual for his own account, or as a partner, joint venturer, or owner of a Person in a business competitive with the Photography Agency within the geographic area of the Photography Agency's business.

The Model also agrees that for a period of twelve (12) months immediately following the termination date of this Contract, Employee shall not either directly or indirectly solicit, induce, recruit or encourage any of the Photography Agency's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, or take away employees of the Photography Agency, either for him/herself or any other person, agency or entity.

## 8. Miscellaneous

- **Notifications** - All notifications under this Agreement shall be served by registered mail or hand delivery to the address of the respective parties as set out on the first page of this Agreement, unless notice of a new address is given to the other party in writing.
- **Confidentiality** - The parties agree that, notwithstanding any provision contained in this Contract, neither party, nor its respective agents, representatives, partners, members, officers or directors will disclose the economic terms of this Contract unless prior consent to such disclosure is obtained from the other party, which consent may be withheld at either party's sole discretion.
- **Severability** - In case any one or more of the provisions in this Contract shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.
- **Governing Law** - The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the State of \_\_\_\_\_.

**IN WITNESS WHEREOF** the parties have executed this Amendment Agreement as of the day and year first above written.

**Photography Agency**

**Model**

Date

Date

Signature

Signature



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