



Photography Shoot Agreement and Releases

Agreement Date: Shoot Date:

Model/Client
Model/Client: Alias Address: Telephone: Email: Model Date of Birth

Photographer
Photographer: Rodney Mickle Mickle Design Werks Address: Telephone: 202.744.6359 Email: mickledesignwerks@gmail.com

Location
Start Location: _____ Time: _____ Location 2: _____ Time: _____ Location 3: _____ Time: _____

File Naming Convention
YYYYMMDD_XXX.ZZZ

Compensation Schedule
<i>Monetary Compensation</i> _____ <i>Payment</i> For consideration of modeling experience and services <i>TFP/CD Compensation</i> Trade for Photographs ("TFP/CD") Compensation _____ Total Compensation for Modeling _____



Standard Terms and Conditions

This Services Agreement ("Agreement") is entered into and is effective as of the Agreement date (as defined on Page 1) by and between Rodney Mickle d.b.a "Mickle Design Werks" and the person(s) identifies as the Model/Client on Page 1 of this Agreement.

1. DEFINITIONS

1.1 "Assignment" refers to the photos shoot, meetings and related photography services described on Page 1 of the Agreement that Model is specifically working with Photographer on or is commissioning Photographer to perform.

1.2 "Assigns" means a person or any company to whom Photographer has assigned or licensed rights under this release as well as the licensees of any such person or company.

1.3 "Barter" is an exchange where compensation is completed by the shooting sets of specific contents specifically for the Model and the Photographer. Model agrees to provide modeling services for sets for Photographer and Photographer agrees to provide photography services in exchange for Model's sets.

1.4 "Compensation" can be either money in exchange for modeling services or photography services and/or images produced from photography services in exchange for modeling services only. Compensation is not for time spent in preparation for shooting (e.g wardrobe, make-up etc.) or business related matters.

1.5 "Consideration" means something of value received in exchange for the rights granted in this release.

1.6 "Images" refers to digital or film camera captures taken on the shoot date(s) listed on Page 1 of this Agreement and any derivative works based thereupon. "Images" are to considered synonymous with "Photographs", "Photos", "Pictures" and "Pics."

1.7 "Media" means all media including digital, electronic, print, television, film and other media now known or to be invented.

1.8 "Model" refers to the person identified on Page 1 as the Model/Client and includes appearance, likeness and form.

1.9 "Parent" means the parent, legal guardian and/or person with right of attorney to contract on behalf of the Model. The Parent and Model can be referred to together as "we" and "us" when referencing the Parent and Model.

1.10 "Photographer" means the photographer and/or assistants identified on Page 1 of the Agreement and/or any other person or entity acting on behalf or with Photographer's permission photographing or recording Model on the shoot date(s).

1.11 "Pornographic" any media that depicts genitalia engaged in graphic sexually explicit acts without artistic intent. For clarity, Model may elect to provide a written listing of media specifically by name as an addendum to this agreement if they object to the images use in those specific publications BEFORE the execution of this Agreement.

1.12 "Shoot" means the photographic session(s) related to shoot dates(s) on Page 1 of this Agreement. This encompasses but not limited to time spent in preparation for shooting (e.g wardrobe, make-up etc.), business related matters and actual shoot time.

1.13 "TFP/CD" means trade for photography on computer disc. Model is trading modeling services in exchange for compensation defined in Section 2.2.



2. COMPENSATION

In consideration of the engagement as a model and the compensation as indicated on the Compensation Schedule listed on Page 1 of this Agreement and for other consideration herein are acknowledged as received, the Model hereby grants to the Photographer exclusive rights and privileges to the use of these images subject to the terms and conditions of this Agreement.

Compensation for this Shoot may consist singularly or in combination of the Sections 2.1 and 2.2

2.1 MONETARY COMPENSATION

In consideration of the engagement for services as a model for monetary compensation as indicated on the Compensation Schedule listed on Page 1 of this Agreement.

2.2 TFP/CD COMPENSATION

The Model agrees that Photographer will minimally deliver the trade compensation listed on the Compensation Schedule listed on Page 1 of this Agreement. The images are only for low-resolution files only. Up to three ("3") hi-resolution files maybe requested by the Model for print portfolio or comp cards use only. The delivery may also contain additional edited non-Model selected images from the shoot in addition to the Model selected images. All images delivered to the Model are subject to the Usage License as defined in Section 7.1.

3. OBLIGATIONS AND COMMITMENTS

3.1 Monetary compensation to model will be paid immediately after completion of the day's shooting.

3.2 If TFP/CD Compensation and the Model elects to make selections, then the Model will provide Photographer with proof selections no later than one week after receiving the proofs

<input type="checkbox"/> Model elects to make selections <input type="checkbox"/> Model DOES NOT elect to make selections	Model's Initials _____
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3.3 If TFP/CD Compensation, the Photographer will provide edited images within 6 weeks of shoot date. Non-compliance with this obligation does not invalidate this Agreement. Sections 7.2 and Section 8 is not valid until the Images are available for delivery .

3.4 Delivery of images can be accomplish singularly or in combination of the following methods

- website (for right-click/save)
- e-mail
- File Transfer Protocol of compress file
- Computer disc

3.5 If Barter Compensation, Photographer will provide Model with sets no later than one week after shoot date.

4. FILE NAMING CONVENTION

The images from the shoot maybe renamed to the following convention:

Name Components	Example
[8 digitshoot date]_[model]xxx.zzz	20070915_janedoe001.jpg

whereas:

- A. Shoot date is defined on Page 1 of this Agreement
- B. Model is Model/Client defined on Page 1 of this Agreement
- C. "xxx" refers to the number sequence of images
- D. and "zzz" refers to the file extension.



The images photographed under this agreement may be identified by this file naming convention or just by the numerical sequence number if referring to the Shoot Date in any future communications.

5. IMAGE REVIEW AND SELECTION

If applicable, review and selection of proof images will be accomplished through the use of an iView catalog of all the images and the catalog reader software that will be provided to the model via computer disc or internet download. In lieu of providing an iView catalog, a proofing web site may be made available as a substitute.

6. COPYRIGHT

The Model hereby recognizes the Photographer as the sole and exclusive copyright holder of the Images. The Model shall affix Photographer's copyright notice and photo credit if allowed and when appropriate.

7. LICENSE AND USAGE RIGHTS

7.1 USAGE LICENSE, RIGHTS AND USAGE OF IMAGES

Any edited images reproduced and given to the Model is governed by an indefinite License for noncommercial, self-promotional use only. Model may use images displayed from the catalog for image for selection purposes only and are not governed by this Usage License. Any images derived from the catalog will be deemed a violation of this Agreement immediately invokes the remedies set forth in Section 9 of this Agreement. The photographs are to be published "as is" that is, without distortion or changing the photographs' original appearance as delivered, with the exception of cropping the image of hard copy for portfolio book or comp card.

7.2 PHOTOGRAPHER'S RIGHTS AND USAGE OF IMAGES

The Model authorizes the Photographer and Assigns to use images taken by Photographer of Model on the shoot date(s) listed on Page 1 of Agreement and any derivative works based thereupon for all lawful purposes subject to the terms and conditions described herein. Model consents to use of the images or likeness of model derived from these images for any purposes related to the promotion of Photographer's business, including but not limited to advertising, portfolios, composite cards, exhibitions, contests, and promotional internet web sites, and authorize the Photographer to sell publication rights in any or all of the images for profit at the Photographer's discretion. Model gives the Photographer and Assigns permission to license the Images and to use the Images in any Media for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. Photographer must ask Model's permission for any images destined for adult publications.

8. RELEASES

8.1 MODEL RELEASE

Model agrees to release all rights to the images, and acknowledges that all rights to the Images belong to the Photographer and Assigns. Model acknowledge and agrees that Model has no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer and/or Assigns. Model acknowledges and agrees that this Agreement is binding upon Model's heirs and assigns. Model agrees that this Agreement is irrevocable, worldwide and perpetual.

8.2 LIABILITY RELEASE

Model hereby releases and agrees to indemnify and hold harmless Photographer and those acting under his permission, from any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, 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.

8.3 PROPERTY RELEASE

The Model hereby irrevocably consents to and authorizes the use and reproduction by the Photographer and/or Assigns of any and all photographs which the Photographer has taken on the shoot date(s) on Page 1 of Agreement of the Model in any media for any purpose whatsoever, and without restriction. Model waives any rights to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

9. VIOLATION OF AGREEMENT TERMS

Violations of the terms and condition for license to model for the use of these images will terminate the license and Model must cease using the images upon the Photographer's request. If the cessation request(s) are not honored Photographer reserves the right to ask for monetary compensation for that continued use of images that are in violation of the Agreement terms and



Model is obligated to pay the request compensation. Additionally, Photographer is no longer obligated to any outstanding compensation whether in the form of images, monetary or combination of both.

10. FREE WILL AND CONSENT

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 and 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.

11. CONFLICT OF LAWS

This Agreement shall be governed by, and construed in accordance with, the laws of the United States, and to the extent not preempted, the substantive laws of Maryland. Should any provision of this Agreement be declared or determined to be invalid or illegal, the validity of the remaining provisions shall not be affected, and the invalid or illegal provision shall be deemed not to be a part of this Agreement. Photographer and Model further state that they have carefully read the foregoing Agreement and know the contents thereof, they sign the same as their own free act, and that they are empowered and authorized to bind themselves and/or their principals to the terms of this Agreement.

12. WORK FOR HIRE

This is not a contract or agreement for work for hire. The images produced from this shoot are not the product of a work for hire.

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

MODEL or LEGAL GUARDIAN

PHOTOGRAPHER

Dated: _____

Dated: _____

Model Name:

Studio Name: Mickle Design Werks

Signature: _____

Signature: _____

Rodney Mickle , Principal