

Modeling Release and Terms of Contract

The undersigned model hereby agrees to the release of his or her image for the exclusive purpose of artistic and illustrative reference, and has received a fee for this use. Any and all photographs taken for and during the session(s) on the below printed date(s) shall remain the exclusive property of the undersigned artist until and unless certain conditions are met which are defined later in this contract. These conditions, and only these conditions, may void or amend certain statements or agreements herein once met.

At no time will any photograph or reference material covered in the stated session(s) be sold, transferred, distributed, or knowingly displayed publicly or to any individual or party as a photographic work who is not directly involved in the production of the derived artwork, and no detailed information shall be made available about the model, as related to identification, to any inquires except those as ordered by a court of law.

The model understands that he or she is granted no further rights beyond those of control over terms of use and distribution as outlined in the above paragraph, and will receive no share in the profits or sale of artwork derived from said photographic reference unless otherwise specified and agreed upon in an amended agreement.

The model acknowledges that he or she has been given information, examples, and/or roughs of some poses and themes, and is basically aware and in understanding of what is to be expected as to his or her duties or participation during the session(s).

The photographer has received a fee for his or her services, and releases his or her rights to any photographs taken on the below dated session(s) for the undersigned artist. The photographer as well agrees to the above stated terms of display, use and distribution as does the artist, and will not retain permanent possession of any photographs from said session(s) after processing and transfer with the artist's confirmation that the terms of transfer have been completed.

I have read this agreement, and agree to all the terms therein.

Session date(s):

Artist:

Date:

Photographer:

Date:

Model:

Date:

Amendment to Contract

The following terms stated in the above release and contract is to be amended on the following points:

I, the model, will request or allow the artist to reference or provide my professional contact information for inquiries with the intent of promotion of my services as a model. Initials:
Contact Information to be released: Date:

I, the artist, will release control of a selection of unused photographic references for the model to use for the purpose of promotion and portfolio, but will retain ownership of the works. I will continue to be bound by the terms of the above contract regarding transfer and use of the materials. Initials:
Date:

I, the model, request that the artist make an attempt to alter distinct facial features or any distinguishable and unique body features or marks, to protect my identity or ability to easily be identified as the model or subject in any art derived from the session(s) covered in this agreement. I understand that some similarities or likenesses cannot be altogether avoided, and may be significant to retain for artistic portrayal and aesthetics. It is left to the discretion of the artist to judge the retained value of likeness. Initials:
Date:

I, the artist, agree to pay _____ to the model, on the sale of any derived artwork from the session(s) covered by this agreement. The terms of sale are defined as (a) any financial profit gain from the physical transfer of possession, as in the sale of a painting or drawing to a customer in a business transaction, or (b) any fees gained from the lease or publication of said art. The art must contain over 50% of the original features or aesthetics from the reference photography, and will be to the discretion of myself, the artist, to judge the participation of the model with full acknowledgement and agreement to participation in arbitration if this percent of use is in dispute. It will be the model's responsibility to keep contact information current, and the agreed upon pay will be held in reserve for a period of not more than 120 days after receipt of funds from the transaction defined as "sale". Available free-access means will be used to attempt to contact the model, which will happen within 2 weeks of the receipt of funds. Initials:
Date: