

This document constitutes a binding contract between New Georgian Studios LLC and its heirs (hereinafter referred to as "PHOTOGRAPHER") and _____ (hereinafter referred to as "MODEL").

This agreement regulates the fee/compensation, the ownership, and use of photographs and derivative works based thereupon (collectively hereafter known as Images) taken by Photographer of Model on the date(s) stated below for all lawful purposes, subject of the terms and conditions described below.

The basis of this contract is a non-commercial agreement where Model has agreed to enter into this agreement for the purpose of "time-for-prints" whereby Photographer will provide photography services and prints to Model at no cost to Model, and Model will provide modelling services to Photographer at no cost to Photographer, both in accordance with the following Definitions and Provisions:

PROVISIONS:

1) Prints and Digital Imagery

Photographer shall provide Model with high resolution (JPG or PNG), portfolio quality digital files, delivered in electronic form. To assure only the highest quality Images are used/released, Photographer reserves final decision on which Images will be delivered and what kind of post-processing will be applied. Delivery shall take place in a timely manner, except under force majeure, delivery will occur no longer than 14 days after the date of the event. Delivery of respective digital file copies constitutes the whole obligation of Photographer towards Model. Model waives all rights to inspect and/or approve Images created by the Photographer or on behalf of the Photographer.

2) Reproduction Rights

Photographer retains all the rights to the Images and may use them in any aspect of the Photographer's business, including, but not limited to: advertising, portfolios, galleries, exhibitions, contests, and promotional web sites.

Photographer grants Model non-transferable and nonexclusive reproduction rights to the Images. Model agrees that, while he/she may use the Images for purposes related to the promotion of Model's modelling business, including, but not limited to: advertising, portfolios, exhibitions, contests, Fans and promotional web sites.

Model agrees that the Images shall not be post-processed, altered or distorted in any way by Model or any third party without written consent from the Photographer.

3) Copyright and Photo Credit

Model understands that Photographer has a right to be identified as the author of the Images when copies of them are presented to Public, and shall communicate this understanding to publishers, designers, and other third parties that act on Model's behalf to create the presentation material using the Images. The photographer understands the model has a right to be identified as in the images when published or posted to any social media or publication.

4) Release and indemnity

Model releases and agrees to hold Photographer and/or his heirs, licensees or assigns, harmless from any claim or liability in connection with the publication or use of the Images in any manner or form whatsoever (in agreement with this contract), unless it can be clearly shown that the foregoing was maliciously caused, and produces, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, and indignity. I further waive any and all rights to review or approve any uses of my likeness, any written copy or finished product.

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

Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

5) Entire Agreement

Model hereby affirms that he/she is over the age 18 and is fully able to contract in his/her own name without breach of any prior agreement of applicable law, including, but not limited to, prior agreement with modelling and talent agencies.

This Agreement contains the entire understanding of the Photographer and Model and supersedes and cancels all previous negotiations, agreements, commitments, understandings, and writings in connection with the subject matter of this Agreement. This Agreement may not be released, discharged, abandoned, supplemented, amended, or modified in any manner except by a written instrument duly executed by Photographer and Model.

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.

In consideration of having received edited digital copies of the culled photos either by online gallery, email, or website, total qty of which will vary from shoot to shoot, but all edited photos will be made available to model.

In return for posing for the photographs taken on this day at New Georgian Studios

Model Signature _____ Date _____

Model Name Print _____

Photographer Signature _____ Date _____

Photographer Name Print Timothy Osier