

Photography Session and Release Agreement

For this agreement, the consideration given will be the limited use of photos and services provided to the model by the photographer. The session will be considered to be the date upon which this agreement is signed by both parties.

The photographer, and any assignee of his, claims the following rights for all photos resulting from this session. These rights apply to all photos resulting from the scheduled session in any form.

The photographer retains the rights:

- i. To exclusively, or jointly with other parties, sell or otherwise use in trade any photos or derived works. A 25% profit share will be reserved for the model(s) in the case of sale. Photos will not be used or sold, by model or any associated party, for commercial use without explicit prior consent of the photographer.
- ii. To modify photos in compliance with this agreement.
- iii. To exhibit and distribute photos in any current or modified form at his discretion. The model relinquishes any rights to review or approve photos after the termination of the photo session and prior to release.
- iv. Of copyright on all photos. No other party may claim authorship.

In addition the photographer will guarantee that:

- i. Photos will not be used or altered for pornographic or defamatory use.
- ii. No unintended nude photos will be released.

The model retains the rights:

- i. To display and distribute provided photos for personal use and promotion only. Photos may not be substantially altered without prior consent of photographer. Photos may not be used to promote any third party in current or any altered form.
- ii. To verbally refuse to participate in any set of photos or to forbid their release, for any reason, without voiding this agreement. This includes poses or situations deemed immodest or uncomfortable. This intent to not participate must be expressed within a reasonable timeframe of the photo session. Any photos that are so refused will not be released by the photographer.

I have read and fully understood the contents of this agreement and consent to its terms.

Model _____ Date _____

Model _____ Date _____

Photographer: Malcolm Poindexter _____ Date _____