

Trade Agreement & Release

Date of Shoot	Location of Shoot		
Photographer Information		Model Information	
Name:		Legal Name:	
Address:		Preferred Modeling Name (optional)	
Phone Number:		E-mail:	DOB:
E-mail		Phone Number	

This contract regulates the ownership and use of photographs or video, as well as any derivative works based thereupon, taken by the above-named photographer ("*Photographer*") of the above-named model ("*Model*"), taken this day (collectively, "*the Work*").

The basis for this contract is a non-commercial arrangement where Model agrees that, in exchange for modeling, they shall receive digital photographs and/or photographic prints from Photographer, according to the terms stated hereunder:

1. Photographer shall deliver the following items to Model:
 1. A contact sheet of every image taken this day, delivered within ___ days of the shoot. The contact sheet can be either digital or printed and the images need not be color-corrected or edited. Photographer may exclude misfires, significantly under- or over-exposed images, and any other similarly low quality images that Model is unlikely to want, as well as any images Model has specifically requested that Photographer exclude.
 2. Up to ___ high resolution, color-corrected, and retouched digital images selected by Model from the contact sheet. Photographer will provide at least ___ edited and retouched images per week from Model's list until all images have been delivered.
 3. Up to ___ printed *units*, where one *unit* = one 8x10, two 5x7s, four 4x5, eight 2½x3½ prints of a single source image. Arrangements for delivery of prints will be made no more than two weeks from when Model selects an image to be printed.
 4. _____
 5. _____
2. Model may use the delivered prints or processed digital images for purposes related to the promotion of Model's interests or business, including, but not limited to: advertising, portfolios, composite cards, exhibitions, contests, promotional web sites, and social media. Model will not sell or make other commercial use of the Work except with Photographer's prior written consent.
3. Photographer may only use the Work for purposes related to the promotion of their photography work or business interests, including, but not limited to: advertising, portfolios, composite cards, exhibitions, contests, gallery or exhibition showings, promotional web sites, and social media, but will not sell or otherwise transfer publication rights to the Work except with Model's prior written consent.
4. Permission is specifically granted to Photographer to edit, alter, or distort the Work, to use them in whole or in part, or to use them in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions.
5. Any permission granted to either party shall extend to their successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual without any further or additional claim for compensation.
6. Use of the Work may be in conjunction with Model's own name or a fictitious name unless a preferred modeling name has been specified above, in which case the Work may be used in conjunction with that preferred name or another fictitious name, but shall not be used with Model's legal name without Model's explicit, written consent.
7. Photographer shall own all copy rights in the Work (subject to the limitations contained herein), and those rights shall accrue to the benefit of their successors, legal representatives and assigns.
8. Model warrants having read and understood this Agreement and warrants being of full legal age to enter into such an agreement.

