



STUDIO960
Photography & Design
www.studio960pd.com

Time For Prints Agreement

AGREEMENT, entered into as of the ____ day of _____, 20 ____, between Joe Salvino (hereinafter referred to as "**PHOTOGRAPHER**") and _____ (hereinafter referred to as "**MODEL**") have agreed to enter 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 modeling services to Photographer at no cost to photographer, both in accordance with the following Definitions and Provisions:

DEFINITIONS

"The Image" or "Images" shall refer to and mean the photographs of Model created by Photographer on the ____ day of _____, 20 ____, at _____ in the state of _____, regardless of media or form of storage or representation.

PROVISIONS

Session Photography

Digital media ____ (no prints/digital materials) Film media ____ (prints/printed materials)

Proofs

Photographer will provide proofs, either digital or printed, of all Images to model.

Selection of Prints

Model will, at Model's sole discretion, select Images for Model's prints.

Number of Prints

Model will receive ____ 8 inch by 10 inch print(s) at no charge. Model shall pay to Photographer the sum of eight dollars (\$8.00) for each additional 8 inch x10 inch print.

Delivery

Photographer shall provide proofs to Model no less than 30 days after the session. Prints will be provided to Model no less than 30 days after Model's request and print selection is received by Photographer.

Digital Imagery

Photographer shall provide Model with high resolution (8x10 @300ppi), portfolio quality digital file copies of Model's selected images, delivered on computer CD-ROM, within 90 days.

Reproduction Rights Granted to Model

Photographer grants Model nontransferable and nonexclusive reproduction rights to the Images. Model shall not transfer, license, sell, lease, or otherwise confer either permanently or temporarily any reproduction rights to any Images, to any third party.

Copyright and Photo Credit

Model shall affix Photographer's copyright notice and photo credit to any Images reproduced by Model. Photo credit shall read "Photo ©20__ Joe Salvino"

Model Release

Model shall execute a standard model release, incorporated fully as if set forth herein by this reference.

Future Compensation

In the event that within three years from the date of creation of the Images, Photographer transfers, sells, leases, or otherwise permanently conveys reproduction rights to any other party, and receives payment for such transfer in excess of production cost of the images, Photographer shall apportion 50% of such payments above production costs, and disburse same to Model.

Entire Agreement

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 and shall not be strictly construed against either party.

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 California. 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.

THIS IS NOT A CONTRACT OR AGREEMENT FOR WORK FOR HIRE. THE IMAGES ARE NOT THE PRODUCT OF A WORK FOR HIRE.

Model

Photographer

Date

Date

STUDIO 960
Model Release

For valuable consideration hereby acknowledged, I, _____ (Model) do hereby give **Joe Salvino d.b.a. Studio 960** (the Photographer), his or her assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my name (or any fictional name), picture, portrait, or photograph in all forms and in all media and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s) or finished version(s) incorporating the photograph(s), including written copy that may be created and appear in connection therewith. I hereby release and agree to hold harmless the Photographer, his or her assigns, licensees, successors in interest, legal representatives and heirs from any liability by virtue of any 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 photographs, or in any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced, and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn, and indignity. I agree that the Photographer owns the copyright in these photographs and I hereby waive any claims I may have based on any usage of the photographs or works derived therefrom, including but not limited to claims for either invasion of privacy or libel. I am of full age* and competent to sign this release. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns. I have read this release and am fully familiar with its contents.

Witness: _____

Signed: _____

Model

Address: _____

Address: _____

Date: _____, 20 ____

Date: _____, 20 ____