



TFCD Model Release

Date of Shoot: _____

Photographer: Mark D. DeLaney Model: _____

For valuable consideration, Photographer and Model agree as follows:

1. Photographer hereby grants Model the limited right to use and reproduce any and all photographs (the "Photos") taken on the above shoot date for non-commercial purposes as set forth below. Model hereby grants Photographer the right to use Model's name, image and likeness in connection with the Photos as set forth below and hereby releases and discharges Photographer from any and all liability for any claims associated therewith.
2. All uses of the Photos by Model shall be for non-commercial purposes only. Non-commercial use is limited to self-promotional usage, such as on-line photo galleries and websites, print portfolios, and/or other non-commercial electronic or print self-advertising, and shall have the sole purpose of promoting Model's career. The Photos may also be used Model for contests or competitions; provided Photographer shall be notified which Photos have been submitted for such purposes and shall be given appropriate credit for the Photos in such contest or competition.
3. Photographer may use the Photos for any purpose; provided, in the event of any commercial usage Photographer agrees to split 50/50 (after expenses) any compensation received from such use of the Photos. Commercial usage includes any usage where Photographer is compensated by a third party for the right to use or reproduce the Photos. Model understands and agrees Photographer shall be entitled to select, in his own discretion, which of the Photos, if any, he wishes to use for any purpose.
4. Model agrees that the copyright for all Photos shall remain the sole and exclusive property of Photographer. The Photos may not be modified, edited, retouched or otherwise altered without Photographer's prior approval. Photographer's copyright notice shall not be removed or altered in any way; provided said copyright notice may be cropped out in the event Model wishes to make prints (hard copies) from the Photos for his/her portfolio. Photographer agrees to send Model a disc (CD or DVD) with Photos within a reasonable time after the shoot (usually within two to four (2-4) weeks).
5. Photographer agrees not to use or allow use of the Photos in ways that would slander, embarrass or attack the character of Model. Model likewise agrees not to take any action that would slander, embarrass, or attack the character of Photographer. In the event of any dispute between the parties they agree to use reasonable good faith measures to resolve their differences and not act in a way which causes harm or ridicule to either party.
6. Model hereby affirms that he/she is 18 years or older and has fully read and understands the above Release and Agreement. This Release and Agreement shall be binding upon the parties and their heirs, legal representatives and assigns.

If not signed below in advance, by accepting the disc containing the Photos, Model agrees to the above.

Dated: _____ Signed: _____

Address: _____

City: _____

State/Zip: _____

Phone: _____ email: _____