

HEALTHY VISION PHOTO

MODELLING AGREEMENT

BETWEEN: _____ (hereinafter called the "Photographer")
AND: _____ (hereinafter called the "Model*")

CONSIDERATION

For good and valuable consideration, such as money, prints, digital files etc., the receipt and sufficiency of which is hereby acknowledged by the Model, the Photographer and the Model hereto agree as follows:

1. DESCRIPTION OF PHOTOGRAPHS

This Modelling Agreement applies to any and all photographs, negatives, prints, digital files, on any medium whatsoever taken by the Photographer of the Model and/or all the Model's property that may be contained in the Photographs, and to any and all reproductions of such photographs (collectively the "Photographs"), taken during the session dates covered by this Modelling Agreement (the "Session").

2. USE OF THE PHOTOGRAPHS

The Model hereby irrevocably consents to and authorizes (the "Authorization") the use of the Photographs by the Photographer and any of the Photographer's authorized representatives, licensees, successors, and assigns for any purpose whatsoever including, but without being limited to, the sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art or illustration. The Model specifically acknowledges and agrees that the Authorization is irrevocable, perpetual, and shall survive this Agreement, as the case may be. The Model acknowledges and accepts that the Photographs may be used at any time, without notice and without further compensation to the Model.

The Model agrees to request the Photographer's permission before publishing or allowing a third party to publish any images taken by the photographer. When and if an image is used, the Photographer's watermark must be visible on the uncropped photograph and a photo credit must appear with the image. The image(s) cannot be given to a third party such as a competitive organization, sponsor, product manufacturer, or service provider, nor can it/they be used to promote a third party's brand without the photographer's knowledge and/or consent and/or compensation. This applies to packaging, magazines, posters, or any other form of media, including but not limited to social media such as Facebook, Twitter, or personal and public websites and/or blogs.

3. OWNERSHIP AND RIGHTS IN THE PHOTOGRAPHS

The Model agrees that the Photographs, the copyright in the Photographs and all other rights in the Photographs, copies, reproductions, and/or modified or altered versions of the Photographs are the sole property of the Photographer. The Model agrees that the Photographer may protect or dispose of the copyright, or authorize, license, or alienate the use of any or all such rights in any manner whatsoever.

4. RELEASE OF PHOTOGRAPHER FROM LIABILITY

The Model releases the Photographer, the Photographer's authorized representatives, licensees, successors, assigns, and any other person(s) entitled under this Agreement to use the Photographs, from any and all damages and liability whatsoever from any and all causes of action, including but without being limited to libel, defamation, invasion of privacy, that may result from the production, use, and/or subsequent modification of the Photographs.

The Model warrants having the requisite authority to enter into this Modelling Agreement.

The Model acknowledges having read the entire Modelling Agreement, and having understood the nature and scope of the terms of this Modelling Agreement before having executed same. The Model specifically acknowledges either having consulted with the Model's counsel, or having been given sufficient time to do so had the Model so chosen.

5. GOVERNING LAW

This Modelling Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, and any dispute whatsoever arising from this Modelling Agreement shall be submitted to the exclusive jurisdiction of the Courts of the Province of Quebec.

IN WITNESS WHEREOF the Photographer and the Model have executed this Modelling Agreement.

NAME: _____

Signature: _____

Date: _____