

Professional Guidelines

MODEL RELEASE Contract

INTRODUCTION

One question to consider when deciding how best to have work photographed is whether or not to have the work worn by a live model. Variables such as a model's skin tone and complexion, their posture and poise –even a stray hair or slight skin blemish – add a level of complexity to any photographic session in which a model is used.

Generally, the artwork should remain the primary focus. Show only enough of the figure as is necessary to convey the utility, functionality or general intent of the work. A successful image of jewelry or artwork photographed on a live model illustrates what is **on** the model rather than some aspect **of** the model.

If you do decide to employ a model for a photo session, use a **Model Release Contract** and have them sign it. A Model Release Contract is included below.

Even if you are having a friend, acquaintance, or stranger perform as your model for “free”, pay the model something, even as little as \$1.00 to make the contract legally binding.

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DISCLAIMER

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Model Release Contract

The "Model" (name)

Address.....

Telephone number

Date of Birth

The "Artist" (name)

Business Name

Address.....

Telephone number

Date of Birth

Whereas Artist requires photographs of Model posing while presenting Artist's artwork; and whereas Model accepts a fee in consideration for posing with the artwork, the parties agree as follows:

Model agrees to pose for photographs on(date)
at..... (location)
with(photographer)
hired and paid by the Artist.

Model hereby releases and assigns to the Artist any and all claims to the copyright of these photographs together with the right of reproduction either wholly or in part, either separately or together, with any retouching, copying, adaptation, alteration or manipulation, and in any medium, in any country worldwide. Artist and artist's licensees or assignees are granted unrestricted use of these photographs for whatever purpose, including advertising, editorial or public display.

Model agrees that the above mentioned photographs and/or reproductions thereof shall be deemed to represent an imaginary person and that the Artist or any person authorized by or acting for the Artist may use these photographs or any reproductions of them for any purpose including illustrations with wording which the artist may decide (and no such wording shall be considered to be attributed to the Model personally, but to an imaginary person represented in the photographs).

Model does not own or have any claim to the digital images, prints, negatives, transparencies or copyright of the images and no further payments are due from the Artist with respect to these photographs.

Signed..... Date.....