

Time For Prints Model / Photographer RELEASE FORM v2.0—Feb. 2009
Designed by Mol Smith: <http://www.iwannabeamodel.net>
(Helping female models move forwards)

Photographer:

Studio Name

Name:

Address:

Email:

Phone1:

Phone2:

Web Site:

Model

Model Alias Name:

Model Real Name:

Age:

Address:

Email:

Phone 1:

Phone 2:

Web Site:

In consideration of working TFP (*time for prints and/or CD or images as digital files*) in return for posing for photographs taken by the photographer above on the date signed below at his studio in

{Town}

We, both agree the following:-

1. Copyright of original photographs / images from the TFP shoot.

The photographer will provide me (the model) with a complete copy of the original images on CD or DVD. The photographs/images from the shoot itself are copyright of the photographer and myself independently. We are both free to do as we wish with the direct images, together with the right of reproduction either wholly or in part, or digitally manipulated, or as composite parts of other creations and images, without needing to notify, give credit, or payment to the other party.

I understand that the photographer or myself may licence the original photo-shoot images / videos, in whole or part, independently and that any licence fee received will be retained by whichever party (the photographer, or I) licenses the images / videos to a third party. I (the model) and I (the photographer) further understand and agree that any such licences given or granted will be granted solely on a NON-EXCLUSIVE basis to ensure copyright is not lost from us to a third party.

2. Protection of my name (the model)

I agree that the above mentioned photographs and any reproductions shall be deemed to represent an imaginary person, and I further agree that the Photographer or any person authorised by or acting on his or her behalf may use the above mentioned photographs or any reproductions of them for any advertising purposes or

for the purpose of illustrating any wording, and agree that no such wording shall be considered to be attributed to me personally unless I have separately consented for my name to be used.

Provided my real name is not mentioned in connection with any other statement or wording, which may be attributed to me personally, I undertake not to prosecute or institute proceedings, claims or demands against either the Photographer or his or her agents in respect of any usage of the above mentioned photographs.

3. Copyright of Art Works

I agree the photographer may use the images of me in his own art works and that such works will be solely copyright of the photographer. He/she is free to do as he wishes with these art works, together with the right of reproduction either wholly or in part or digitally manipulated without needing to notify, give credit, or payment to me. I (the model) am also free to produce my own art works from the original photos, or to produce art works from the original photo-shoot images by way of a third person. The photographer understands that any art works created by me or my agents are solely copyrighted to me (the model) and no credit or payment need be given to the photographer.

3a. The Definition of an Artwork

We appreciate that the degree of alteration and manipulation to the original photograph to form a new artwork from the photo, is, by nature, poorly defined. For the sake of clarity, an artwork is agreed to be defined as a second image where the amount of alteration is such that a minimum of 2 hours work by a proficient digital artist is carried out, and that the final image is commonly considered to be significantly different with respect to the original photograph.

4. Bonus

I (the model) will receive an electronic copy (from the photographer) of all art works produced by him/her which contains my image in part or whole, and I will be allowed to use this image in my electronic and paper portfolios without payment to him provided I honour the rest of the condition of our agreement. In addition - and upon my additional written request- the photographer will provide to me (the model) at least one free signed print from any of his artworks which includes my image in part of whole within a reasonable time of first exhibiting or selling his creation. I am not allowed to reproduce this print and have no claim other than the right of ownership of the one print itself, which I am free to sell, keep, or dispose of in any way I please. I will receive this print without needing to pay the photographer for it.

5. Agreement

I (the model) have read this model release form carefully, and fully understand its meanings and implications. I am over the age of consent (18) and state that no undue pressure has been placed on me to sign this form. I am signing here in agreement to the conditions and responsibilities on this form.

signed: _____

date: _____ (model)

The photographer will also sign below to prove his agreement with the conditions of use of the TFP images taken during this session and the rest of our agreement here.

signed: _____

date: _____ (photographer)

Get the best advice possible about becoming a professional paid model by purchasing the models bible—a book just for you called “I wannabe a model” available from Amazon or directly from...

www.iwannabeamodel.net

In plain English, this form seeks to achieve the following objectives.

TFP Objectives- Simple guide.

The TFP release form attempts to provide an agreement whereby, honour and trust are respected.:-

1. Both parties independently own the actual photos taken at the shoot.
2. They can both use these as they wish without advising the other party, except if they sell rights to an original photograph, they must ensure only **non-exclusive** rights are granted. This is to protect their own use and ownership of the photos perpetually.
3. The photographer owns sole copyright to any art works produced from the photos he manipulates or creates from material in the photograph including the image of the model herself, whole or in part. The photographer is free to license, sell, publish, exhibit, **his/her art** without payment to the model.
4. Likewise, the model owns sole copyright to any art works produced from the photos she/he (the model) or a third party, other than the original photographer, manipulates or creates from material in the photograph including the image of the model herself, whole or in part. The model is free to license, sell, publish, exhibit, her (the model's) art without credit or payment to the photographer.
5. Any artwork produced by either party cannot be deemed to be the original unchanged photograph itself.
6. The photographer will give copies of all original photos electronically, and in the same resolution as the original, to the model without charge or fee.
7. The photographer will give a free print, signed, to the model of any art work subsequently produced by the photographer if he exhibits, sells, or licences such art work.
8. The photographer will give an electronic copy of any art works produced by him to the model, where such art works contain any element of the model so she/he can display a copy of the artwork in his/her electronic or paper

Notes on the TF* Form

Okay. Let me walk you through each section of this form and explain it all.

Paragraph 1

You and the photographer have both worked for no pay. The objective is to end with a set of photographs of you (these days as electronic files) in his camera. Without you, he will only have pictures of the studio wall. Without him, you will look great but no-one will ever know that. He has skills you don't have, and technology. You have skills he doesn't have and you travelled there. This is equal commitment to the objective. You leave the shoot with exactly the same as he leaves with: a complete copy of the images from his camera in exactly the same high resolution and image size as he has. Yours are put onto a CD, memory chip, or whatever comes next in our fast-advancing technological world. Those images are both now your copyright, and his too, independent of one-another. This paragraph of the form says you can do what you like with them and he can too—subject to the other clauses in the form. He can work on them and manipulate them, and so can you, or a new agent of yours. You owe nothing to each other on this score. If you wish to credit each other, fine! But you don't have to.

You or he can sell them to a magazine or anyone else if you wish and you do not have to share out the money, nor does he! You must only ever sell rights to these photos as non-exclusive rights. This means neither you nor the photographer ever actually passes on the copyright, just a licence to reproduce the photos. You and he will always keep the copyright and you have both signed the form to that affect. If you or he wishes to share any proceeds with each other from licensing the images, great—but you are both not under any obligation to do so. I consider this is a fair and just thing. You both put something into the outcome and you can move on independently of each other, and use those photos equally, as is. A lot of photographers may not like this. Why? Because they know that every and any photograph they take is their copyright as soon as they press the camera trigger. Who do you think pressed the government to give such legal one-sidedly rights and ownership to the photographers? Yep! The institutions to which professional photographers belong! This paragraph in the form changes that. The photographer is signing to say that you now own the copyright too, the same as him. He has said he is okay not to be covered by *default* legislation and that he has decided to depart from his normal rights on this set of photographs taken through working with you.

Paragraph 2

This is purely to protect your privacy. As a model, you are also an actress. The way you model, and the look you project, has nothing to do with your real life. You are ensuring here that if you appear say, blood-spattered, or lying draped as an adornment across the bonnet of a Porsche or Ferrari, this is not the real you: it is the model you. The photographer may use your alias name, but is not to say this is you doing this in real life! You can be credited of course as the model, but the clause here is stating that this is not a photograph of you {Miss Real Person} captured candidly at home while your man is out shopping, or whatever...

Paragraphs 3 & 4

You and the photographer have the original photos. We live in an age where pictures of people, events, and their interactions can be invented by piecing fragments together from different photos and using computers to enhance that composite image. This takes a lot of work and knowledge. If you wish to find another party to work on the photos to develop fresh images containing the element of you in the original picture, then this will no longer have anything to do with the photographer. The new image is yours outright. Likewise, if the photographer does the same, or carries out a lot of manipulation to the original photo to create a completely new art work, the new image has nothing to do with your copyright of the photos. Artwork copyright is not shared! It belongs to the creator of the fresh image!

Paragraph 5

You can't call the original photo an artwork, nor can the photographer. The photo must be substantially altered to be deemed an artwork.

Paragraph 7 & 8

You get prints and files for your portfolio of any artworks created by the photographer which include you. These are for your portfolio only and are not your copyright. The photographer owns all rights to his self-created artworks! He does not expect you to send him copies of any artworks you may create or have created through employing a digital artist to manipulate the photos from the shoot.