



Time For Portraits (TFP) Agreement

The basis for this contract is a non-commercial arrangement where Model in the interest of gaining modelling experience, agrees that in exchange of modelling time, he/she shall receive digital photographs delivered in a high-resolution JPEG format.

Delivery:

Delivery shall take place in a timely manner and under any circumstance no longer than 1 month unless otherwise discussed prior to the shoot or due to a personal emergency.

Digital photos will be made available on a private online gallery available for download. All photos will be delivered as high-resolution JPEG files. Web size images can be made available at request.

Artistic Rights & RAW Files:

The Photographer retains the right of discretion in selecting the photographic materials released to the client.

All photographic materials, including but not limited to negatives (RAW files), transparencies, proofs, and previews, shall be the exclusive property of the Photographer. Request for additional photographs or changes to images shall be made within 14 days following delivery of the online gallery. The online gallery shall remain open for 30 days. Be advised that RAW files may be destroyed at any time after the online gallery has closed.

Copyright & Reproductions:

The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or social media. If the Photographer desired to make other uses, the Photographer shall not do so without first obtaining written permission of the Client, it is understood that any duplication or alteration of original images is strictly prohibited without the written permission of Scotch & Arak Photography.

Client's Usage:

Client agrees that, while he/she may use the Photos for purposes related to the promotion of Client's modelling business, including, but not limited to advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites, Client will not sell or otherwise transfer publication rights to any of the Photos without Photographer's prior consent. Likewise, Photographer agrees that while he/she may use the Photos for purposes related to the promotion of Photographer's photography business, including, but not limited to advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites.

Social Media & Identification:

The Client may share blog post links, Instagram posts, and Facebook albums through use of the share functions and dissemination of direct links or in any other fashion the photographer provides. Client shall not copy, screenshot, or capture the photographs in any other fashion (Ex. Saving or screenshotting on Facebook/Instagram). Client must credit/tag Scotch & Arak Photography in post for up to 1 year from time of delivery. Any watermark and copyright notice that appear as part of a Photo must be left intact.

Client understands that Photographer has the moral right to be identified as the author of the Photos when copies of the Photos are presented to the public using the appropriate social media handle, and shall communicate this understanding to publishers, designers and other third parties that act on Clients' behalf to create presentation material using the Photos. Likewise, the photographer must identify the client on all social media postings.

Release:

Model releases and agrees to hold Photographer and/or his or her heirs, licensees or assigns, harmless from any claim or liability in connection with the publication or use of these images in any manner or form whatsoever under this release form, unless it can be clearly shown that the foregoing was maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

Model hereby affirms that all poses, positions and situations enacted in the Photos covered in this release were entered into without force, coercion, or threat whatsoever, and were posed freely by Model with Model's full consent. Model further agrees to hold blameless and free of all accusation of such force or coercion Photographer, his/her legal representatives, assigns, and those acting under his/her permission.

Signatures:

By signing below, I am indicating I have read, understand, and agree to comply with the above document and will abide by its outline.

Photographers Name: _____

Photographers Signature: _____

Clients Name: _____

Clients Signature: _____

Date Signed: _____ **In** _____