

Combined Model Release and Time for CD Agreement

Whereas Michael Basista, Photographer, and _____, Model, have agreed to enter this agreement for the purpose of "time-for-CD" whereby Photographer will provide photography services to Model at no cost to model, and Model will provide modeling services to Photographer at no cost to photographer, both in accordance with the following Definitions and Provisions:

PROVISIONS

Copyright Ownership

Photographer retains sole copyright of all Images produced.

Proofs

Photographer will provide proofs, either digital or printed, of all Images to Model.

Selection of Prints

Model will, at Model's sole discretion, select Images for Model's prints. All prints will be fully retouched and portfolio grade prints.

Reproduction Rights Granted to Model

Photographer grants Model nontransferable and nonexclusive reproduction rights to the Images. Model shall not transfer, license, sell, lease, or otherwise confer either permanently or temporarily any reproduction rights to any Images, to any third party. Images may be reproduced in print or electronically (such as e-mail or on the world wide web).

Reproduction Rights Granted to Photographer

Photographer may only use Images for self-promotion efforts, including, but not limited to: printed portfolio, electronic portfolio (CD or web site), entry into online photo contests, or an electronic web-based journal (blog). In no case will identifying information about Model be posted in a public venue. Photographer will not use license or sell Images for commercial use without contacting Model and negotiating a new contract.

Entire Agreement

This Agreement contains the entire understanding of the Photographer and Model and supersedes and cancels all previous negotiations, agreements, commitments, understandings, and writings in connection with the subject matter of this Agreement. This Agreement may not be released, discharged, abandoned, supplemented, amended, or modified in any manner except by a written instrument duly executed by Photographer and Model and shall not be strictly construed against either party.

THIS IS NOT A CONTRACT OR AGREEMENT FOR WORK FOR HIRE. THE IMAGES ARE NOT THE PRODUCT OF A WORK FOR HIRE.

Photographer:

Michael Basista, dba Red Fox Photo

<http://www.RedFoxPhoto.net/>

724.466.3303

Signature: _____ Date _____

Model:

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Phone _____

Signature: _____ Date _____

If Model is a minor:

I warrant and represent that I am the father/mother/guardian of _____, the Model above named.

Signature of Parent/Guardian _____