

# ADAM KOHUT

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# PHOTOGRAPHY

## Model Release And Use Agreement

This document constitutes a binding contract between \_\_\_\_\_ (hereafter "Model"), and Adam Kohut (hereafter "Photographer"), regulating the ownership and use of photographs and derivative works based thereupon (collectively hereafter the "Photos") taken by Photographer of Model on the date of \_\_\_\_\_ for all lawful purposes, subject to the terms and conditions described below.

- Model agrees that copyright, moral rights, and all other intellectual property rights to the Photos belongs to Photographer and/or his or her heirs, licensees or assigns, with full right of lawful disposition in any manner.
- Model agrees that, while he/she may use the Photos for purposes related to the promotion of Model's modeling, acting, business, or performing career, including, but not limited to: advertising, portfolios, composite cards, exhibitions, contests, and promotional web sites, Model 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, with any reasonable retouching or alteration, Photographer will not sell or otherwise transfer publication rights to any of the Photos except with Model's prior consent.
- Model 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, and shall communicate this understanding to publishers, designers and other third parties that act on Model's behalf to create presentation material using the Photos.
- Model agrees that the Photos shall not be cropped, altered or distorted in any way when they are used to promote Model's modeling business. Any watermark and copyright notice that appear as part of a Photo must be left intact.
- 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, 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 legal representatives, assigns, and those acting under his permission.

Model hereby affirms that he/she is at least 18 years old and is fully able to contract in his/her own name without breach of any prior agreement or applicable law, including, but not limited to, prior agreements with modeling and talent agencies.

Both Model and Photographer affirms to have read the foregoing prior to its execution and agree to the contents thereof.

Model's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Photographer's signature: \_\_\_\_\_ Date: \_\_\_\_\_