

## Model Contract TFP

Zwischen

Elmshorn Yellow Press, Gregor Kloeters, address s.o. (hereinafter referred to as "Photographer")  
and

\_\_\_\_\_, Telephone: \_\_\_\_\_  
(hereinafter referred to as "Model") following agreement is made:

The model / couple will be available to the photographer on \_\_\_\_\_ in the time of approximately \_\_\_\_\_ in \_\_\_\_\_, for recordings. It is agreed between the parties that the following photographs will be taken at the aforementioned photo session: (for example) pictures \_\_\_\_\_ in different outfits. Note: The photographer does not make any nude or part-stroke recordings!

1. The model / couple irrevocably agrees that all photos produced in accordance with section 1 may be used exclusively by the photographer without restriction of time and place and for non-commercial use. In particular, the photographer is permitted to use the following types of use:

- self-promotion in image files
- exhibition on own website
- exhibition on websites of photo-communities and photo-clubs
- distribution in social media (Facebook / Twitter / Instagram) • photo contests
- commercial use: NO

Other uses are not permitted without the consent of the model / couple. Excluded is in principle the use for pornographic purposes and for purposes that include or may include a disparagement or defamation ("defamation of third parties") of the model. Both contracting parties are entitled to retain the photos produced on any kind of storage media and without any temporal, local and content restrictions in modified (with regard to the photographer) and unchanged form.

2. The photographer is entitled to make retouches on the produced photos during the development or on the digital image file by means of corresponding image editing software. Also the photographer may use the photos for photomontages.

3. When the photos are published, the photographer may not use his first name and surname without the model's consent. However, he is entitled to use the artist name \_\_\_\_\_ of the model / first name of the model alone \_\_\_\_\_. Full name: \_\_\_\_\_

4. The model receives no compensation in return for its activity and for the transfer of exploitation rights pursuant to clause 2. However, the photographer will receive all edited and unedited photos in digital form on CD / DVD, USB stick or access to a download area (PicDrop or Dropbox) within a period of 10 days from the completion of the photo session and is entitled to use these photos exclusively for Self-promotion and for private use. Editing the photos by the model is not allowed. Raw data will not be published in any form.

5. The negatives or image files of all photos are the sole property of the photographer, a claim of the model does not exist. Exclusive author of all photos is the photographer.

6. The model is allowed to bring along a person of his or her trust for the recording date, but in no way may disturb the recordings for which the model is responsible.

7. For props or objects brought with you no liability on the part of the photographer.

8. The photographer assumes no liability for images that have been copied or shared by socialmedia like Facebook, Google +. However, the photographer may share images set by the model.

9. Additional agreements are not met. Changes and additions to this agreement must be made in writing in order to be effective. In the event that the model is not resident in the Federal Republic of Germany, the place of jurisdiction is the photographer's domicile. It is understood that the present agreement is concluded for an indefinite period of time, and therefore expressly applies to future recordings; for a contradiction, a written notification by post or e-mail is sufficient. Additional agreements:

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With his signature, the model confirms the receipt of a signed contract copy, at the time of the o.g. Recordings and at the time of signing of majority to be in full possession of his mental and physical powers.

Place, Date: Elmshorn, \_\_.\_\_.\_\_\_\_

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Photographer

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Model \*

\* (with minors also the legal guardians)