

Model Release Agreement

between

Marcus Frank
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E-Mail: photographie@marcus-frank.eu
Model-Kartei: Marcus-Frank.eu
Instagram: @marcus_frank.eu

(hereinafter called „the photographer“)

and

Name: _____

Born on: _____

Street: _____

Zip code, City: _____

Mobile: _____

E-Mail: _____

Instagram: _____

**Other SM
platforms:** _____

(hereinafter called „the model“)

The following agreement is made:

Art. 1 Services

The model makes herself available to the photographer on _____ **(date)**

for _____ **(time)** in _____ **(place)**
for photographs.

It is agreed between the parties that the following photos will be taken on the aforementioned date:

☐ Portrait/lifestyle ☐ Fashion ☐ Swimwear ☐ Underwear/lingerie ☐ Partial nude ☐ Nude

☐ _____

(Note: covered nude is marked with partial nude, fetish clothing with fashion)

(please mark with a cross where applicable)

The overriding principle is that the model herself always decides on the personal realization of a photo idea with regard to her own protection of health, ethics and material assets.

☐

Time for Pictures: The photographer shall provide the model with (digital) copies of the photographic images for the noncommercial purpose of self-presentation and private use. The model will not be permitted to grant sublicenses for the photographic images in return for payment.

☐

Fee: The photographer shall pay the model a single fee amounting to € _____ for the creation and use of photographic images. In addition, the photographer shall pay the model travel expenses in the amount of € _____. This fee will cover all the model's claims and entitlements.

☐

The model will receive _____ edited photos in digital form, available for download from an online gallery, and is entitled to use these photos only in unaltered form for private and noncommercial purposes. The images may be published or exhibited in print or digital form in all types of media, provided that the photographer is credited. The model or third parties are not permitted to edit the photos.

Both parties agree that this agreement does not constitute an employment relationship. The model undertakes to pay any taxes and duties due on the fee herself.

The model is permitted to bring a trusted person to the shoot, but this person may not interfere with the shoot in any way, for which the model is responsible.

Art. 2 Rights of the photographer

The model irrevocably agrees that all photographs produced in accordance with Section 1 may be used in unaltered or altered form exclusively by the photographer himself or by third parties authorized by him for the following types of use for an unlimited period of time and without local restrictions:

- | | | |
|--|--|---|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Internet | <input type="checkbox"/> Publicly accessible database |
| <input type="checkbox"/> Print media, promotional material | <input type="checkbox"/> on the client's website | <input type="checkbox"/> Stock image archive |
| <input type="checkbox"/> Outdoor advertising | <input type="checkbox"/> on social media | <input type="checkbox"/> Publication under free licence |
| <input type="checkbox"/> Online advertising | | |
| <input type="checkbox"/> Press and media | <input type="checkbox"/> Artistic purposes | <input type="checkbox"/> Reference for the Photographer |
| <input type="checkbox"/> Public relations | | |

(please mark with a cross where applicable)

and/or the following purposes:

(describe the planned use in detail)

The photographer is not entitled to any further use without the express consent of the model.

The selection of the photographic images will be at the discretion of the photographer. The photographer can use any number of photographic images. There is no obligation to use the images.

The photographer is entitled to carry out retouching on the photos produced during development or on the digital image file using appropriate image editing software. The photographer may also use the photos for photomontages.

Art. 3 Credits

If the photos are published, the photographer may not use the model's first name and surname without the model's consent. The model would like

- ☐ be tagged with their full name.
- ☐ be referred to by pseudonym _____.
- ☐ generally not be mentioned by name.

The model's name can be mentioned at the discretion of the photographer. The photographer will be entitled to use the photographic images in combination with the model's name (or pseudonym).

To the extent that the photographer provides the model with (digital) copies of the photographic images for the purpose of self-presentation and private use, the model must, in the event that the images are published, indicate the photographer's name.

Art. 4 Copyright

The negative or image files of all photos produced are the sole property of the photographer; the model has no right to demand their return. The exclusive author of all photos is the photographer.

Art. 5 Supplementary agreements

The following was also agreed: _____

Art. 6 Other provisions

This agreement is subject to German law. No ancillary agreements have been made. Amendments and supplements to this agreement must be made in writing to be effective. In the event that the model is not resident in the Federal Republic of Germany, the place of jurisdiction shall be the photographer's registered office.

With his/her signature, the model confirms receipt of a signed copy of the contract. At the time of the shoot and at the time of signing this agreement, the model warrants that she is in full possession of her mental and physical faculties, that she is not under the influence of alcohol or other mind-altering drugs and that she is not acting under duress of any kind.

Furthermore, the model assures that all questions regarding the shoot, such as scope, type, form and duration as well as this contract have been clarified in advance and to the model's complete satisfaction.

Art. 7 Data protection

The photographer will be the data-protection controller with regard to the creation and use of the photographic images.

The following identifying characteristics will be processed: depiction of the model; date and time of the photoshoot; name and contact details of the model.

The creation and use of the photographic images will take place in accordance with **Art. 2, Para. 2, of this agreement. Point b) of Article 6 (1) of the GDPR** will constitute the legal basis. Data processing will be necessary for the performance of the agreement.

The data will be erased as soon as it is no longer required for processing purposes/if it no longer has to be retained as proof of a copyright infringement.

Under certain conditions the model will be able to exercise his/her rights regarding his/her personal data:

- Right to object to processing (**Art. 21 GDPR**).
- Right of access (**Art. 15 GDPR**),
- Right to rectification (**Art. 16 GDPR**).
- Right to erasure (**Art. 17 GDPR**).
- Right to restriction of processing (**Art. 18 GDPR**).
- Right to data portability in a machine-readable format (**Art. 20 GDPR**).
- Right to lodge a complaint with a supervisory authority (**Art. 77 GDPR**).

Data may be transferred to non-EU countries. This will take place in accordance with statutory data protection provisions. The model can view these provisions upon request.

Date:

.....
Photographer's signature:

Model's signature:

.....

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