

Model Agreement And Release

between the photographer ("photographer"): **Klaus Bergmann, Neundorfer Str. 11, 01257 Dresden, Germany**
and the photo model ("model"):

Last Name, First Name

Street

Zip Code, Place of Residence

Date of Birth

Phone

Email

concerning _____
Kind of Photographs

The photos were taken on _____ in _____
Date of Shooting Place of Shooting

Both the model and photographer may use the produced material enjoying the same rights and without any charge unrestricted in space and time in modified or unmodified form by the photographer or by third parties acting with his/her permission/consent, notwithstanding the transfer mode system and storage technology (especially for digital image processing) for representative and advertising purposes. The photographer may publish the following name with the pictures: _____

All negatives and digital original images remain with the photographer in his/her capacity of copyright owner.
Model's Name/Alias

Examples of publications: Exhibitions, books, calendars, photo competitions, magazines, websites, and internet communities. When publishing in print media the other party receives a free specimen copy. The model releases the photographer and his/her direct or indirect licensees and assignees, from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the images.

Any release in pornographic publications of any kind or similar dubious media is prohibited. Further limitations concerning to the publishment are agreed in writing.

No party will be paid for the photo shooting. The model receives a CD ROM with selected edited image files for use according the purpose described above. Naming the photographer and a notification in case of publishment is welcome, but is at the model's discretion.

No employment arises from this agreement. The model acts of his/her own order and is legally independent.

This contract shall be governed by German law. There are no ancillary verbal agreements. Any collateral agreements, amendments to or supplements of this agreement must be in writing in order to be valid. Third party claims are excluded. Exclusive place of venue shall be the competent court of Dresden.

The model has validated his/her majority by presenting a valid identity card or passport.¹

Severability Clause

If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

Date and Signature Model

Signature Photographer

Additional Statement for Underage Models:

I, as legal representative, hereby agree with any point of the agreement above.

Date and Signature of Parents or Legal Representative

¹ Delete if not applicable.