# Afbeelding met tekst  Automatisch gegenereerde beschrijving

# Model contract and model release form

This document constitutes a binding contract between:

Name:..……………………………………………….....

Address1:………………………………………………….

Address2:………………………………………………….

E-mail: ………………………………………………….

(hereinafter "Model"),

and

Raf Van den Bogaert

Vorstermanstraat 14b11 te 2000 Antwerpen

info@rafvandenbogaert.be

(hereinafter " Photographer"),

This contract regulates the ownership and use of photographs and derivative works based thereon (collectively, the "Photos") in which the Model poses and taken by Photographer on the date .../…/….. for all lawful purposes, with subject to the conditions described below.

The basis for this contract is an agreement whereby Model is compensated in exchange for modeling time by a payment composed as follows:

* The amount of …….€ / hour the model poses.
* The reimbursement of transport costs in the amount of …….€
* Reimbursement of expenses incurred by the model in the amount of .……€
* Others: ………………………………………………………………………..

The total compensation paid to Model amounts to: ……€ this payment was made:

in cash – after drawing up an invoice by Model\*.

This payment constitutes Photographer's entire obligation towards Model.

If the Photographer mentions Model as a caption to the Photos, he will do so as follows:

* The Name of the Model stated above\*
* The stage name of Model namely\*: …………………………………………

Model agrees that copyright, moral rights and all other intellectual property rights in the Photos belong to Photographer and/or its heirs, licensors or assigns, with full right of lawful disposal in any manner whatsoever.

Photographer may use these photos for: including, but not limited to: website, exhibitions, publications and related without having to pay additional fees to Model. Model agrees that the photos taken can also be used and sold commercially without prior notice.

Photographer can, but is not obliged (unless stated otherwise in the fee), to provide the model with a number of the photos taken as a digital file or as a print.

First publication. Model agrees that any Photographs obtained may not be made public before an “initial publication”. A first or initial publication is foreseen on date:…/…/…… in the form of:

………………………………………………………………………………………………

Model agrees that while he/she may use the acquired Photos for purposes related to the promotion of Model's modeling business, including, but not limited to: advertisements, portfolios and promotional websites, Model will not sell or otherwise acquire publishing rights to any of the Photos without the prior consent of Photographer.

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 will communicate this understanding to publishers, designers and other third parties acting on Model's behalf to create presentation materials using the photos.

The Model agrees that all watermarks and copyright notices appearing as part of a Photograph must be left intact.

Model indemnifies and agrees to hold Photographer and/or his or her heirs, licensors or assigns harmless from any claim or liability in connection with the publication or use of these images in any way or form, unless it becomes clear shown to have been maliciously caused and produced and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, contempt and humiliation.

There is no "end date" to this agreement.

Model hereby confirms that all poses, positions and situations in the Photos covered in this release have been entered into without any form of force, compulsive or threat, and are freely posed by Model with Model's full consent. Model further agrees to hold the Photographer, his legal representatives, assigns and those acting under his consent, blameless and free from any accusation of such force or coercion.

Model hereby confirms that his/her date of birth is …/…/…… and that Model is fully capable of entering into a contract in his/her own name without violating any prior agreement or applicable law, including, but not limited to, previous agreements with modeling agencies and talent agencies.

Both Model and Photographer declare to have read the foregoing prior to its implementation and to agree with its content.

Done at: ……………………………. On the date of: …/…/……

Signature Model: Signature Photographer:

\* Strike out what is not applicable