

TFP Contract and Model Release Form – (photographer and premises)

TFP is a commonly used abbreviation within the photography and modelling industry that describes an agreement between the photographer and his subject and implies that there will be no monetary exchange for a photo shoot when a TFP contract is entered into. The abbreviation stands for **T**ime **F**or **P**rints and will be referred to hereafter within this document as TFP. In short, the payment to the model from the photographer is a pre-defined number of images, either or printed photographs or digital downloads.

This document constitutes a binding contract between

Couples on engagement/pre-wedding shoots & any other party or model who enters into a TFP agreement and where the sole purpose of posing for these photos is for self or business promotion or to receive end product photographs and digital files as described within this document

Model/Couples names:

(Hereafter referred to as the "Model")

And

Photographers name: Derek Mack

(Hereafter referred to as "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

Date:

For all lawful purposes, subject to the terms and conditions described below.

The basis for this contract is a non-commercial arrangement where Model in the interest of gaining modelling experience or couples on a pre-wedding or engagement shoot, agrees that in exchange of modelling time, he/she/they shall receive processed photographs delivered to Model by Photographer in the quantity and format described as follows:

Number of physical prints: Couples - 1 x framed (12 x 10 frame) with a 10 x 8 inch photo

Digital files: Quantity 15-25 total with a resolution of 300dpi, in Jpeg format free to download

Models – 15 – 20 images in various sizes up to a maximum size of 12 x 10 with at least one image at that size. Other sizes available post shoot with verbal agreement

Digital downloads will be made available via the website specified and owned by the photographer (currently petsandmorephotography.co.uk but may also be made available through other media, such as Flickr or image hosting sites but not directly via social media)

Delivery shall take place in a timely manner and under any circumstance no longer than **14 days after the date this contract is signed by Photographer**. This delivery constitutes the whole obligation of Photographer towards Model.

Model/couples agree 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 modelling business, 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, 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 modelling 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 under this release form, 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 his/her date of birth is _____ and that Model 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 modelling 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

Photographer's signature

Model's parent or guardian, Date
if model is under 18 years of age

Signature of

Date

Premises

On occasion these TFP shoots may take place within privately owned premises that are open to the public, such as parks, country estates and or other undefined spaces. In the event that the owner of such a space requires a copy of the prints or images they will be given consent in the same terms as this model release, the images will not be for resale under any circumstance but could be used for and within their promotional materials. An example of this might be where a country estate wanted to advertise they cater for weddings and wanted to use an image that was taken within their grounds.