

# MODEL CONTRACT & RELEASE

## To Be Completed By Producer Pre-Shoot

**TTC CLIENT:**

MODEL	MODEL SSN	MODEL AGENCY
MODEL'S CORPORATION (if any)		CORPORATION FEDERAL ID #
PROJECT NAME	JOB/PO #	SHOOT DATE(S)
PRODUCT	ADVERTISER	AD AGENCY
PRODUCER	PHOTOGRAPHER	JOB LOCATION

<b>USAGE</b>	<b>Check all that apply.</b>				
<b>MEDIA</b>	<input type="checkbox"/> UNLIMITED <input type="checkbox"/> UNLIMITED except OUTDOOR <input type="checkbox"/> ELECTRONIC MEDIA (including Internet/New Media) <input type="checkbox"/> B-ROLL <input type="checkbox"/> DIRECT MAIL <input type="checkbox"/> COLLATERAL <input type="checkbox"/> ISM <input type="checkbox"/> PR <input type="checkbox"/> PRINT <input type="checkbox"/> CIRCULAR <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER: _____				
<b>TERM</b> (select one)	<input type="checkbox"/> _____ month(s) from date/first use. First use no later than _____ 20 ____ <input type="checkbox"/> Unlimited Time				
<b>TERRITORY</b> (select all that apply)	<input type="checkbox"/> North America (includes United States' territories and possessions.) <input type="checkbox"/> European Union <input type="checkbox"/> South America <input type="checkbox"/> Asia <input type="checkbox"/> Worldwide <input type="checkbox"/> Worldwide for Electronic Media (includes Internet / New Media) <input type="checkbox"/> Other				
<b>Optional Re-Use</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	Re-Use Media:	Re-Use Term(s):	Re-Use Territory:	Re-Use Fee:

<b>COMPENSATION</b>	<b>Model will receive the following fee for all of the rights and options granted to Client herein (the "Fee").</b>
<b>SERVICES</b>	Rate for Services: _____ <b>* Important - check below to indicate how many hours rate covers*</b> Above rate is paid per: <input type="checkbox"/> 12 hrs <input type="checkbox"/> 10 hrs <input type="checkbox"/> 9 hrs <input type="checkbox"/> 8 hrs <input type="checkbox"/> 5 hours <input type="checkbox"/> 4 hours <input type="checkbox"/> Per Hour Such fee: (check one) <input type="checkbox"/> includes usage rights for the TERM <input type="checkbox"/> does NOT include usage rights for the TERM.            If no usage, fill in below.
<b>USAGE</b> (if not covered by Day Rate)	Compensation for Usage (if Day Rate above does not include usage): _____ for usage payable within thirty (30) days following first use of Model's image.
<b>ADD'L</b> (if required)	Overtime: _____ per hour             Additional shoot days: _____ per day             Prep day(s): _____ per day Weather day fee: _____ per day             Intimates/Swimwear day fee: _____ per day Travel day rate _____ per day for _____ days.

<b>REIMBURSEMENTS</b>	<b>Receipts are required. Amounts paid without receipts are considered wages and subject to payroll taxes.</b>
<b>TRAVEL</b>	Travel and Reimbursements (if any): <input type="checkbox"/> NO - No Reimbursements <input type="checkbox"/> YES - Reimbursements to be paid by: <input type="checkbox"/> TTC <input type="checkbox"/> Producer            Amount: _____ <b>* Check one if reimbursements apply *</b> Travel receipts to follow: <input type="checkbox"/> NO - pay agreed amount <input type="checkbox"/> YES - pay receipts to agreed amount <input type="checkbox"/> YES - pay per receipts - no limit
<b>OTHER</b>	Additional reimbursement receipts to follow <input type="checkbox"/> NO <input type="checkbox"/> YES - for: _____ Agreed additional reimbursement amount: _____ <input type="checkbox"/> Pay receipts to agreed amount <input type="checkbox"/> Pay per receipts - no limit

<b>ADDITIONAL PROVISIONS</b>	
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**TTC CLIENT:**

**JOB/PO #:**

PROJECT NAME	MODEL
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1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Model (referred to herein as "Model," "I," "me," or "my") hereby grants to TTC Client named above ("Client"), its agents and others working for it or on its behalf, and their respective licensees, successors, and assigns (collectively, the "Licensed Parties"), the right and permission to use my picture and likeness, and any material based thereon or derived therefrom, together with any actual or fictional material, for advertising, promotion, and publicity purposes, in accordance with the terms and conditions set forth herein. In addition, at any time during and after the Term (as defined herein), the Licensed Parties may use the materials produced hereunder anywhere in the world at sales meetings and for intra-company, research, award, publicity, file, and reference purposes.
  
2. I hereby agree as follows:
  - I waive any right to inspect and approve the materials produced hereunder, their use, or such copy or other materials as may be used in connection therewith.
  - I understand that nothing contained herein shall obligate the Licensed Parties to make any use of the materials produced hereunder or the rights granted herein.
  - I shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or use in any composite form of my picture and likeness.
  - I shall not make any mention of any of the Licensed Parties or any of their products or services in a derogatory manner.
  - I shall not use or disclose any of their trade secrets or confidential information (including, without limitation, the terms of this agreement).
  - Any materials placed during the Term which may remain on display or in circulation following the expiration of the Term shall not give rise to a claim against the Licensed Parties, provided, however, that the Licensed Parties shall not place any additional materials produced hereunder in any media (other than as permitted herein) following the expiration of the Term.
  - I warrant and represent that this license does not in any way conflict with any existing commitments on my part.
  - I hereby agree not to post any material to my social media or any other venue which can be viewed by the public without the express written consent of the Licensed Parties. I also agree that I will abide by any restrictions placed by the Licensed Parties on my use of the materials produced hereunder.
  
3. Model Agency Fee:
  - Unless otherwise agreed to in writing, Agency fee shall equal 20% of Model's total compensation (excluding expenses). Model warrants and represents that neither TTC nor its Clients will be under any obligation for the payment of any commission or fees to any other third party as a result of this Contract.
  - If a Model Agency or other talent agency is listed above, my signature below is confirmation that all payments shall be sent to me in care of the agency indicated.
  
4. I represent and warrant that I am over \_\_\_\_\_ years of age (or if under \_\_\_\_\_ my parent or legal guardian will sign below to signify agreement to the terms and conditions of this agreement). I also represent and warrant that I have the right to enter into this agreement and have no conflicting commitments or obligations that would interfere with my ability to perform the services required of me and the rights herein granted. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements with respect to the subject matter hereof whether verbal or written, and may not be altered or waived except by a writing signed by both parties.

***In consideration of the agreed compensation, Model, Model Agent as attorney-in-fact, or Parent or Guardian on behalf of Model hereby grants to Client the usage rights to photographs of Model as set forth above and agrees to the terms and conditions herein. No other contract, release, voucher or agreement, whether verbal or written is valid in respect hereof.***

**MODEL or MODEL AGENT as attorney-in-fact, or PARENT or GUARDIAN if MODEL is a minor (circle to indicate)**

**PRODUCER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Company (if any): \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Model Agency Name: \_\_\_\_\_

Model Agency Street: \_\_\_\_\_

Email: \_\_\_\_\_

Model Agency City/State/Zip: \_\_\_\_\_

Model Agency Phone: \_\_\_\_\_