



# Model Release

For good and valuable Consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the Images and to use the Images in any Media for any purpose (except defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service.

I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified. I agree that I have no rights to the Images, and all rights to the Images belong to the Photographer/Filmmaker and Assigns.

I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns.

I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of England & Wales. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

### Definitions:

“MODEL” means me and includes my appearance, likeness and form.

“MEDIA” means all media including digital, electronic, print, television, film and other media now known or to be invented.

“PHOTOGRAPHER/FILMMAKER” means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.

“ASSIGNS” means a person or any company to whom Photographer/ Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.

“IMAGES” means all photographs, film or recording taken of me as part of the Shoot.

“CONSIDERATION” means something of value I have received in exchange for the rights granted by me in this release.

“SHOOT” means the photographic or film session described in this form.

“PARENT” means the parent and/or legal guardian of the Model. Parent and Model are referred to together as “we” and “us” in this release.

### Photographer/Filmmaker Information

JEREMY M PELZER

Shoot Date

Shoot Description/Reference

Signature

Date

### Model Information:

Name (print)

Address

City

County

Country

Postal Code

Phone

Email

Date of Birth

Signature

Date

Parent(s) or Guardian(s) (if person is a minor or lacks capacity in the jurisdiction of residence.) Parent warrants and represents that Parent is the legal guardian of Model, and has the full legal capacity to consent to the Shoot and to execute this release OF ALL RIGHTS IN MODEL’S IMAGES.

### Guardian Information:

Name (print)

Phone

Email

Date of Birth

Signature

Date

Witness (NOTE: All persons signing and witnessing must be of legal age and capacity in the area in which this Release is signed. A person cannot witness their own release)

Name (print)

Signature

Date



# Property Release

As owner or authorised representative of the Property and by signing this release, I give the Photographer/Filmmaker and Assigns my permission to create and use the Images depicting the Property in any Media, for any purpose (excluding defamation) which may include, among others, advertising, promotion, marketing and packaging for any product or service.

I agree that the Images may be combined with other images, text and graphics and cropped, altered or modified. I agree that all rights to the Images belong to the Photographer/Filmmaker and/or Assigns.

Unless prior written permission is obtained, Photographer/Filmmaker and Assigns agree that the Property's owner, tenant and/or location (with the exception of reference to general region, area or country) will not appear in the image caption or in any other information presented with the image for licensing purposes and all trademarks, names, and logos will be removed from the image prior to promotion, marketing and licensing.

I agree that I have received Consideration for the rights granted in this release. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns.

I acknowledge and agree that this release is binding upon my heirs if applicable, assigns or any person claiming an interest in the Property. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of England & Wales.

I represent and warrant that I am at least 18 years of age. I have the full legal capacity and right to execute this release and grant the rights herein granted with respect to the Property, and to bind all persons claiming an interest in the Property.

**Definitions:**  
"PROPERTY" means the place and or property that is the subject of the Shoot.  
"MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented.  
"PHOTOGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording the property.  
"ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.  
"IMAGES" means all photographs, film or recording taken of the Property as part of the Shoot.  
"CONSIDERATION" means something of value I have received in exchange for the rights granted by me in this release. "SHOOT" means the photographic or film session described in this form.

## Photographer/Filmmaker Information

JEREMY M PELZER

## Property Information (Specify property covered by release.)

Name/Description:
Address
City
County
Country
Postal Code
Phone
Email
Date of Birth
Signature
Date

## For Individual Owners

Name(Print):
Address
City
County
Country
Postal Code
Phone
Email
Date of Birth
Signature
Date

## For Corporate Ownership

Name of Company (print):
Employee Name
Title/Position
Signature
Date



## CONTRACT FOR PHOTOGRAPHY

THIS AGREEMENT IS MADE ON:

\_\_\_\_\_ 2012

BETWEEN

Jeremy M Pelzer (“the Photographer”)

of 15 Woodside Road, Beaconsfield, Buckinghamshire UK HP9 1JG

And

\_\_\_\_\_ (“the Client”)

of \_\_\_\_\_

**The PARTIES hereby agree to the following:**

In the following conditions of contract “the Photographer” shall mean Jeremy Pelzer or subject to conditions below any photographers appointed by Jeremy Pelzer.

“The Client” shall be the person(s) whose name appears on the contract. The due performance of the contract is subject to the conditions below and cannot be varied in any way by the Client unless expressly agreed to in writing by the Photographer.

“Date” of Photography Services: \_\_\_\_\_

“Location” of Photography Services: \_\_\_\_\_

“Fee” in respect of Photography Services: \_\_\_\_\_

**1. Payment:**

- a) The client agrees to pay the Photographer a 15% deposit payment of £\_\_\_\_\_ The Date will not be considered confirmed until payment is received by the Photographer. This deposit payment is not refundable for any reason unless the Photographer cancels this contract.
- b) Unless otherwise agreed to in writing by the Photographer, the remaining balance of the Fee must be received, in cleared funds, by the Photographer no later than ten working days before the Date.
- c) Any and all additional items and services are payable upon ordering.
- d) The Client will be liable to pay any additional expenses that may be incurred by the Photographer in consequence of undertaking the work during the booking and not already included within the contract Fee.

**2. Copyright:**

- a) The 1988 Copyright Act assigns the copyright of all photographs to the Photographer. It is therefore contrary to the Act, and illegal, to copy photographs, or allow to be copied, by any means photographic or otherwise, by any person or machine other than by the Photographer or his appointed agent(s).
- b) Unless otherwise granted through the Production of a separate License Agreement the Photographer hereby allows the Client to reproduce and copy photographs taken by the Photographer on the Date and at the Location for non-commercial purposes only. The Photographer and the Client agree that the Photographer owns any and all copy and reproduction rights and the Client agrees not to reproduce or copy any proof or photograph taken for commercial use.

**3. Promotion:**

- a) The Client hereby agrees that the Photographer may use any photograph for publicity purposes. Such publicity and advertising may include but is not limited to publication on Photographer’s website and to generally promote the business in media including but not limited to advertising, brochures, magazine

articles and other such material, providing that the images are used lawfully.

#### **4. Production:**

- a) The Photographer shall be granted artistic license in relation to the poses photographed and the locations used. The Photographer's judgment regarding the location, poses and number of photographs taken shall be deemed acceptable.
- b) Photographs taken during the course of the Contract will be at the discretion of the Photographer although every effort will be made to comply with the Client's specific requirements.
- c) The Photographer shall make all reasonable efforts to photograph all shots and individuals throughout the Date as they occur and as requested by The Client.
- d) The Photographer's movements may be limited in certain locations by persons in charge. The Photographer cannot accept responsibility for any obstructions that may arise in such an event.
- e) Any alterations to requirements by the Client can only be made at the discretion of the Photographer. The Photographer is not liable in circumstances when the Photographer is unable to accommodate such changes.
- f) Due to variances in lighting conditions and certain limitations regarding professional film or digital capture, colours may vary throughout a set of photographs.
- g) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not necessarily be facsimile over an entire range within a subject. It is also understood that prints made at different times or in different sizes may vary in colour.
- h) All prints and presentation sizes quoted are approximate and subject to the discretion of the Photographer.

#### **5. Force Majeure:**

- a) Although all equipment is checked regularly the Photographer will not be responsible for technical failure, either during photographing or processing. The Photographer will make every effort to provide high quality photographic services. In the event that a mechanical failure should occur to the Photographer's equipment or transport and the Photographer is unable to provide the Client with the agreed services and / or products then the Photographer's liability shall be limited to a full refund of all monies paid.
- b) The due performance of the contract is subject to alteration or cancellation by the Photographer owing to any cause beyond their control (i.e. sudden illness or injury) and in such an event the Photographer has other professional photographers who will be contacted.
- c) In the event of outright cancellation by the Photographer or in the unlikely event of total photographic failure the Photographer's liability shall be limited to a full refund of any deposits and fees paid.

#### **6. Insurance:**

- a) The Photographer has full Public Liability Insurance. The Photographer and the Client agree that the Photographer is not responsible for any damages, consequential, emotional or otherwise arising.
- b) The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of

cancellation.

**7. Negatives or digital files:**

- a) The negatives and digital files shall remain the property of the Photographer and shall be kept by them for not less than 12 months from the Date.
- b) Should negatives or digital files be lost, damaged or destroyed the Photographer's liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any additional items already received.
- c) All orders should be placed with the Photographer within twelve months of the Date. The Photographer will not be liable for failure to produce any additional requirements after this time.

**8. Cancellation:** If the Client should have to cancel a booking the following cancellation fees (as may be appropriate to their case) will become due immediately:

- a) Should reasons for cancellation by the Client be for temporary postponement, subject to availability all monies paid may be applied to a revised date.
- b) Cancellation by the Client in excess of four complete months of the contracted Date will incur a sum equal to the deposit payment and any other sums received subsequently will be refunded accordingly.
- c) Cancellation by the Client less than four months from the contracted Date will incur the full Fee.
- d) In the event that the Photographer completes another contract on the Date a full unconditional refund of the Fee less the deposit will be made.

This contract made between the Photographer and the Client shall in all respects be governed in accordance with English Law and the parties hereto submit to the jurisdiction of the English courts.

SIGNED for and on behalf of the Client

SIGNED for and on behalf of the Photographer

Name:

Name: Jeremy Pelzer

Title:

Title: Photographer

Date:

Date: