

Photo Usage Terms and License

Dan Smith • Durham, NC • thePhotosmith.com

I, _____ [print full legal name] _____, (hereafter “MODEL”), agree to terms of this usage license granted by **Daniel V. Smith** (hereafter “PHOTOGRAPHER”), covering photographs taken by PHOTOGRAPHER of myself on the date(s) of _____ [photoshoot date(s)] _____, PHOTOGRAPHER is acknowledged to own sole and complete worldwide copyright in all photos; rights granted herein to the MODEL are irrevocable and non-exclusive.

MODEL agrees that photographs **may** be delivered by PHOTOGRAPHER on disks, Internet download, or by other mutually acceptable method. The quantity, resolution, selection, and retouching of photos made available to MODEL shall be at the sole discretion of the PHOTOGRAPHER. PHOTOGRAPHER **will** supply watermarked “web-ready” photos if MODEL desires. PHOTOGRAPHER agrees to make reasonable efforts to deliver finished photos within 90 days.

MODEL **may** use the photos for purposes related to the promotion of his/her modeling business, including but not limited to advertising, portfolios, composite cards, exhibitions, contests and promotional web sites. MODEL **may** print any of the photos without restriction for personal and promotional use.

MODEL **shall** include the PHOTOGRAPHER’s copyright notice every time and any time the photos are published. The copyright notice **shall** be as follows without exception: “© COPYRIGHT _____ [year] _____ DANIEL V. SMITH THEPHOTOSMITH.COM”.

Photos are to be used and published “as is” that is, without distortion, retouching, or changing the photograph’s appearance as supplied by PHOTOGRAPHER. Any alterations to the photos must be approved by the PHOTOGRAPHER in writing prior to publication. MODEL **may** reduce the size of the photos as desired as long as proportions are preserved and no cropping is performed, and may perform minor, incidental cropping as needed for printing. MODEL **may** ‘touch-up’ minor flaws, such as skin blemishes, bruises, and/or scratches/dirt/dust on the sensor/negative, so long as it does not alter the character, tone, color, or composition of the photograph.

MODEL **may not** sell, trade, lend, give, or otherwise transfer publication rights in any or all of the photos without Photographer’s prior consent. MODEL **may not** use the photos to promote or advertise a third-party person or business nor allow the photos to be used or incorporated in a commercial product or service except as specified above. MODEL **may not** sell or allow others to sell prints without the PHOTOGRAPHER’s written permission.

MODEL hereby affirms that he/she 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 modeling and talent agencies. If MODEL is a minor child under the age of 18 years old at the time photos are taken, this agreement shall only be in force if Model’s parent/ legal guardian signs and agrees to all terms on the MODEL’s behalf. MODEL and PHOTOGRAPHER jointly agree that any dispute or legal proceedings which arise from this agreement or use of the photos will be governed by the laws of the State of North Carolina and the United States as applicable.

I have read the forgoing release, authorization and agreement, before affixing my signature below, and warrant that I fully understand the contents thereof.

Model’s Signature _____ Date _____

Printed Name _____

Witness Signature _____ Date _____

Printed Name _____

Photographer’s Signature _____ Date _____

Printed Name _____ Daniel V. Smith _____