

Model Release

(model contract und release)
between

photographer
living in
E-Mail
Mobile phone

Ivan Horvat
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and

Model

living in

Date of birth

Email

Mobile phone

poss. name to be published

The use of the pictures is regulated on the basis of this contract. The contract covers pictures taken by the photographer on shootings on/from _____ till _____

§ 1 Rights and purpose

All rights to the content belong to the photographer. The photographs serve the temporally and spatially indefinite contract execution (Art. 6 Abs. 1 b) DSGVO)

- the self-representation of the model in an artistic way
- the self-representation of the photographer as a photographer and artist, and possibly commercial use (see §4)

For the purpose of self-presentation by the model, the model receives at least edited photo(s) via Mail, Dropbox, Google Drive or USB stick

§ 2 Use of the content by model

The use by the model may be done on its own website or social network online (such model-kartei.de, Facebook, Instagram, 500px). The name of the photographer or backlink has to be mentioned.

The model is not obliged to use the photos. A paid licensing by the model is excluded. The usage of the photographs by a model agency for a sedcard is allowed

§ 3 Use of the content by photographer

The photographer can use one, more or all photographs. He is not obliged to use them. The image processing is allowed to him under consideration of the concerns of the model. The usage may be made online on a personal website, in social networks (such as online magazines, Facebook, Instagram, 500px, ...) He can also uses the photographs for photo contests and exhibitions (§ 18 UrhG).

§ 4 - Commercial use

The photographer gets the permission to license the content and to use the content in any media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing for any product or service.

In the case of commercial use the photographer

- will pay a share of % of his out-of-pocket net profit earned by the picture to the model or
- the conditions for commercial use and model fee are regulated in a separate contract or §9

The model confirms that it has no further right to additional consideration or accounting, and that it will make no further claim for any reason to Photographer

The paragraph § 4 applies to the contract: Yes No

§ 5 The provided personal data

is used for the execution of the contract or licensing of the content. The email is used for a quick communication between the model and photographer. The providing of the mobile phone number has the same purpose, but is voluntary. Some EXIF data can be used to assign the photographs to this contract (Art. 6 (1) (f) GDPR). The model has the right to information about the use, correction of false data, deletion of the phone number and a right of appeal to a regulatory authority. The regulation § 42 Abs. 1 UrhG (Right of Withdrawal for personal reasons) remains unaffected.

§ 6 Accompanying person

The model is allowed to bring a person of their trust to the shooting. This person will not influence or disturb the shooting. It is obligatory to register the person before the shooting. In the case of minors, the permission of a parent or guardian must be given and their presence at the shooting is mandatory. Underwear/nude/partial nude shootings only with adult persons (age over 18 years).

§ 7 Disclaimer

Especially shootings outdoors or in "lost places", i.e. ruins and dilapidated, old buildings bear unknown dangers. Participation in the shooting is at their own risk from both sides. For any damage to property and personal injury, the contracting parties mutually release each other from any liability. This applies to arrival, departure and for the shooting itself.

§ 8 Verbal agreements and changes

Verbal agreements do not exist. Changes to the contract are only valid if written. Additional agreements have to be written in §9. The model and photographer got each a signed copy of the contract.

§ 9 Additional agreements

Place, date

Place, date

Signature Model

Signature photographer