



### IMAGE USAGE AND COMPENSATION

For Consideration herein acknowledged as received, and by signing this release the Model, hereby give the Vincent Alain ("Photographer"), and all Assigns my permission to license the Content and to use the Content in any Media for any purpose which may include, among others, advertising, sale, licensing, promotion, marketing, and packaging for any product or service. I agree that the Content may be combined with other images, text, graphics, film, audio, or audio-visual works; and may be cropped, altered, or modified. I acknowledge that all Media posted online must contain the Vincent Alain Photography's watermark. I agree that Media must link to <https://vincentalain.com> and / or Instagram @vincentalain. I acknowledge and agree that I have consented to the publication of my ethnicity(ies) as indicated below but understand that other ethnicities may be associated with me by Vincent Alain Photographer and / or all Assigns for descriptive purposes.

### NOTICES

- The Model agrees that Photographer owns all images and video taken during the photography Shoot. The Model understands that the photos and videos will only be used in the manner indicated above.
- The Model agrees that he/she does not have any claim to copyright, patent, or other ownership of the photographs or videos.
- The Model agrees that he/she is at least eighteen (18) years of age and able to provide proper identification. The Model understands if the Shoot includes nudity and that he/she will be photographed wearing little and/or no clothing. The Model understands what the nature of the photography Shoot is, and is signing this Contract in full competency, without being coerced, influenced and of his/her own free will.
- The Model agrees that the level of nudity he/she shows during The Shoot is at his/her own discretion. The Model agrees that he/she will not do anything he/she is uncomfortable with and will speak up at the time if uncomfortable with a certain level of nudity or a particular pose or request.
- The model agrees on the Media that is risqué, nude, pornographic, implied, or erotic. Content also contains the right to be published online, publications, licensing, sale on membership-based sites - [www.onlyfans.com](http://www.onlyfans.com) and [www.justfor.fans](http://www.justfor.fans), professional website, and [vincentalain.com](http://vincentalain.com), and other forms of Media.
- Media may be licensed for book covers in any genre, including romance and/or erotica.
- The Media shall not themselves represent obscene acts that are considered illegal (e.g., sexual acts with a minor) or imply affiliations (e.g., with political or controversial groups) but may apply to storylines that include diverse characters (straight, LGBTQ+, interracial, etc.), popular genres, and intense situations.
- Media may be altered by the Photographer, or a graphic designer hired by the Licensee to change a person's appearance to best fit the character in mind (e.g., adjusting eye color, adding, or subtracting tattoos, etc.)
- Compensation for use of these Media in this capacity shall be considered already paid in full per the agreed upon Talent Fee.

### WAIVERS

- I waive any right to review or approve: the use of the Media, or the matter that they may be used in conjunction with the Media, now and in the future, regardless of whether the use or matter is known to me.

- I further waive any right to additional royalties or other compensation arising from or related to the use of the Media in the Photographer's own projects, such as in calendars or subscription-based services.

- I acknowledge that sessions are attended voluntarily at my own risk with compensation as expressed above and that the Photographer has taken all possible steps to ensure my health and safety. By taking these Media I release, discharge, and agree to hold harmless the Photographer and the Photographer's heirs, legal representatives, agents, and assigns from any liability or claims of exposure to or infection by any and all bacteria, viruses, and other diseases (including COVID-19), personal injury, loss of income, damage to personal items, emotional distress, loss of property, paralysis, or death, as well as negligence of The Photographer.

### GENERAL RELEASES

- I release, discharge, and agree to hold harmless the Photographer and the Photographer's heirs, legal representatives, agents, and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Media.
- I also release, discharge, and agree to hold harmless the Photographer and the Photographer's heirs, legal representatives, agents, and assigns from any and all claims and demands ensuing from or in connection with the use of the Media, including any and all claims for libel and invasion of privacy.

### TATTOO PROPERTY RELEASE

For models that have recognizable tattoos ("Artwork") on their skin ("Owner"), signing this agreement ensures that the Owner has obtained permission from the tattoo artist(s) ("Artist") to allow for Media to be taken by Vincent Alain, and for commercial use of those Media by Vincent Alain and subsequent Licensees, in accordance with either:

- A work made for hire agreement (17 U.S. Code 201 (b)). Wherein Artist has been compensated for Artwork up front and in full and no residual compensation is required, or
- Artist grants implied assignment of copyright ownership/implied license to use the Artwork as the Owner sees fit, or
- Owner is a co-author of the Artwork, and henceforth party owns the copyright.

### MODEL RELEASE EXIT CRITERIA

I acknowledge that by signing this release, I am allowing the Photographer to license the Media in perpetuity and that my options for Media to no longer be sold should I retire, follow a new career path, and/or other such life changes are to either:

- Buy out my session(s) at a cost of \$5000 per session to cover potential lost revenues to Photographer, or
- Agree that the Media may be altered in a manner that my face is no longer recognizable and in so doing forgo my Talent Fee (i.e., allowing the Photographer to license these modified Media without any compensation due to me).
- If a model release is exited, a new model release form must be signed to reinstate the terms and conditions.

### CRIMINAL LIABILITIES AND PENALTIES

I understand that brand protection is important and that if I

should be publicly accused of alleged criminal activity, I shall be responsible for reimbursement of:

- Both my Talent Fee and the Photographer's Fee for each licensed Media, payable to the Photographer, AND
- The lesser amount of either cover design fees or \$300 to each Licensee of my Media(s), payable to the Licensee.
- In these circumstances, the Photographer shall supply the total cost breakdown when required.

I affirm that I am over the age of majority and have the authority to contract in my own name and that I acknowledge this release is in effect until such time it is canceled in writing or replaced by a signed update.

**DEFINITIONS:**

- "ASSIGNS" means a person or any company to whom The Photographer has assigned or licensed rights under this release as well as the licensees of any such person or company.
- "CONSIDERATION" means Time-For-Digital ("TFD") or NO monetary compensation. Or if Talent Fee applies will be compensation as outlined in this model release form.
- "CONTENT" means all photographs, film, audio, or other recording, still or moving, taken of Model as part of the Shoot.
- "MEDIA" means all media including digital, electronic, print, television, film, video, radio and other media now known or to be invented.
- "The MODEL" means me and includes my appearance, likeness, and voice.
- "The PHOTOGRAPHER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.
- "SHOOT" means the photographic, film or recording session described in this form.

**LIMITATION OF LIABILITY:**

VINCENT ALAIN PHOTOGRAPHY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE MODEL, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE PHOTOGRAPHS, OR PRODUCTS. IN NO EVENT SHALL THE PHOTOGRAPHER BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE PHOTOGRAPHS, AND/OR THE DIGITAL NEGATIVES INCLUDING, BUT NOT LIMITED TO, LOST MONIES.

This Agreement constitutes the entire agreement between The Model and Vincent Alain Photography respect to the provision of the Services, and takes precedence over all prior oral and written Agreements and discussions with respect to the subject matter, and, except as specifically set forth herein, there are no other Agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter. Neither party can modify or amend this Agreement unless such modification and amendment is in writing and is signed and agreed upon by both parties.

The Model acknowledges that he/she cannot assign or transfer this Agreement or the rights and obligations contained herein to any person or entity without the written consent of Vincent Alain Photography.

No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other similar right of any kind to any person or entity which is not a contracting party to this Agreement.

Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

IN NO EVENT WILL THE PHOTOGRAPHER/FILMMAKER, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO:

DAMAGES FOR LOSS OF USE FROM KNOWLEDGE LEARNED OR EMPLOYMENT, LOST PROFITS OR LOST SAVINGS, EVEN IF THE EMPLOYER OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. IN NO EVENT WILL THE EMPLOYER AND COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: DATA CORRUPTION, TRANSMISSION ERRORS OR PROBLEMS OF LEARNED KNOWLEDGE, PERSONAL INJURY; THIRD-PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY THE EMPLOYEE.

I, THE UNDERSIGNED MODEL, HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS, THE RIGHTS AND RESPONSIBILITIES, AND RELEASES THERIN.

THIS CONTRACT IS ADMINISTERED UNDER THE LAWS OF FLORIDA IN THE COUNTRY OF THE UNITED STATES OF AMERICA.

**SAMPLE**  
  
Vincent Alain / Vincent Alain Photography

TALENT FEE: \$

**SAMPLE**  
\_\_\_\_\_  
Model Print, Sign, and Date (can be real or fictitious name/DBA)