



TFCD/TFP USAGE TERMS and LICENSES

I, _____ (hereafter "Model"), agree to the terms of this usage license granted by Candy Drop Photography (hereafter "Photographer"), covering photographs taken by Photographer of myself on the date(s) of _____.

- 1. COPYRIGHT, USAGE and LICENSE:** Photographer is acknowledged to own sole and complete worldwide copyright in all photos. Usage rights granted herein to the Model are irrevocable and non-exclusive.
- 2. PHOTOGRAPHER'S RIGHTS:** Photographer has the right to use Model's name (or any fictional name), picture, portrait or photograph and likeness, in all forms and media and in any manner, which Model may be included in whole or in part, for advertising, trade, editorial, commercial or in any other lawful purpose for the benefit of Candy Drop Photography, as outlined in Model Release Form.
- 3. MODEL'S RIGHTS:** Model may use the photos for purposes related to the promotion of his/her modeling business, including advertising, portfolios, composite cards, exhibitions, contests and promotional web sites. Model may print any of the photos without restriction for personal and promotional use. However, 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, Candy Drop Photography, Applicable Year".

Model may not sell, trade, lend, give, or otherwise transfer publication rights in any or all of the photos without Photographer's prior written consent. Model may not sell or allow others to sell prints without the Photographer's prior written 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 without Photographer's prior written consent.

- 4. COMPENSATION:** Model acknowledges that photos are total and sole compensation. Model waives any right to royalties or other compensation arising from or related to the use of the image.
- 5. IMAGES:** 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, at 600x900 pixels at largest. If Model desires high resolution, un-watermarked copies of the photos for prints, they will be provided but Model may not post un-watermarked photos online. Ordering prints and cost of prints is Model's responsibility. Model will receive a minimum of 3 photos, and model will receive edited photos only. 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. The model may reduce the size of the photos as desired or as needed for printing as long as proportions are preserved and no cropping is performed.

6. DELIVERY METHOD: Model agrees that photographs may be delivered by Photographer on CD, Internet download, email, or by other mutually acceptable method. Photographer agrees to make reasonable efforts to deliver finished photos within 90 days.

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, Model's parent/legal guardian signs and agrees to all terms on the Model's behalf. **I have read the foregoing prior to its execution and I am fully familiar with and agree to the contents thereof.**

Model's Signature: _____ Printed Name: _____

Parent/Guardian's Signature: _____ Printed Name: _____ (If Applicable)

Photographer Signature: _____ Printed Name: _____

Does Model want un-watermarked photos for prints? Yes No Model's Initials _____