



## DEANNA DANGER PHOTOGRAPHY MODEL RELEASE: PROMOTIONAL & TRADE FOR HIRE

THE PARTIES TO THIS AGREEMENT ARE:

**Full Legal Name:** \_\_\_\_\_

**Model Alias:** \_\_\_\_\_  
(Only model aliases will be used in all publishing.)

Date of Birth and pronouns: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number and Email Address: \_\_\_\_\_

(Hereinafter referred to as " *the Model* ")

AND

**Deanna Danger**

PO Box 18772

St. Louis, MO 63118

(636)-395-0677, deannadangerproductions@gmail.com

(Hereinafter referred to as "Photographer")

1. Whereas for valuable consideration hereby acknowledged as received, the Model grants Photographer permission to photograph and/or video and/or sound record the Model and furthermore grants permission to photographer to utilize the resulting Work(s) according to the terms stated hereunder.
2. The Model acknowledges herein that the Photographer is the sole creator and owner of all copyrights in the Work(s), and that both Parties have full power to enter into this Agreement, and that this Agreement does not infringe the rights of any third party.
3. Any permission granted to the Photographer shall extend to their successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual without any further or additional claim by the Model.
4. The Model does hereby assign to the Photographer the ability to utilize the Work(s) for promotional use and shall be unrestricted as to location, quantity, frequency and may be for any purpose and in any medium whatsoever, whether foreseen or unseen at this time, except where such use is in contravention of the law.
5. The Model does hereby assign to the Photographer the ability to utilize partial (approx 5-10%) of the Work(s) for publish and paid use for print and/or publish to any subscription site managed by Photographer, and shall be unrestricted within the confines of this Agreement.

6. Permission is specifically granted to the Photographer for the Work(s) to be edited, altered, distorted, utilized in whole or in part, in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions for editing, promotional and trade for publish portion utilization only.

7. The Model hereby acknowledges that the selection of the partial portion (approx 5-10%) of the Work(s) shall be made at the sole discretion of the Photographer. Furthermore, the Photographer grants permission to the Model for utilization of the *same* partial portion selected for trade for publish to be utilized by the Model **ONLY** for publish to any **private** subscription site managed by the Model. Utilization of the partial portion trade for publish by the Model in any other application whether print or electronic, public or private is strictly prohibited, and violation of this Agreement shall result in a cease and desist and termination of the promotional utilization Agreement signed herein.

8. Permission herein is granted to the Photographer to utilize the Work(s) as according to the terms of this Agreement, and is absolute and final and the Work(s) shall not be subject to further inspection, approval or re-edits at any stage in the utilization of the Work(s) by the Model. Furthermore, permission is granted to the Model to delineate any portion of the Work(s) be prohibited for promotional utilization, withholding the partial portion (approx 5-10%) trade for publish as assigned herein in this trade-for-hire Agreement.

9. Utilization of the Work(s) shall be in conjunction with the Model's alias name only, in the case that an alias name is not provided, the Model's legal name may be used if necessary. Models desiring to refrain from publishing any photos publicly or privately should instead remit the non-promotional, private waiver and not complete this form.

10. The Photographer hereby waives the right to sell the non-partial portion trade for publish (approx 90-95%) of the Work(s) unless a separate agreement and contract is made between both parties in accordance to governing law.

11. The Model does hereby agree that they shall never publish to print or sell the right to the Work(s) without expressed written consent of the Photographer of the Work(s), with a separate agreement and contract made between both parties in accordance to governing law.

12. The Model is permitted to utilize the Work(s) **with credit to the Photographer** utilizing the provided site links, tags and demarcations provided on this form **at each and every** utilization of the Work(s) by the Model. The Model hereby understands that continued violation after the 3rd written warning of this agreement shall result in a cease and desist and termination of the promotional utilization Agreement signed herein.

13. With full knowledge of the above, the Model hereby releases and shall hold harmless Photographer and their successors, legal representatives, licensees and assigns from all claims or damages including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the Work(s).

14. The Model warrants having read and understood this Promotional Model Release and warrants being of full legal age to enter into this Agreement and hereby agrees that the provisions contained herein shall be binding and on their successors, legal representatives and assigns.

15. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Missouri and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

16. The Parties agree that any or all parts of this Agreement may be submitted to the other Party in legible and recordable electronic or written form and upon acknowledgement of receipt by the receiving Party shall become valid parts of the Agreement.

Model's Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Model's Printed Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Photographer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photographer's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

*(To be completed by Photographer:)*

Copy of photo identification received at time of photography session (Y/N): \_\_\_\_\_ DOB: \_\_\_\_\_

*(To be completed by Photographer:)*

Trade discount level applied at booking: \_\_\_\_\_

*(To be completed by Photographer:)*

Photography session package booked: \_\_\_\_\_

Model is hereby required to credit at EACH AND EVERY publish of the Work(s) to:

- WEBSITE: Deanna Danger Photography, [www.deannadanger.com/photography](http://www.deannadanger.com/photography)
- INSTAGRAM: @deannadangerphotography #deannadangerphotography
- TWITTER: @deannadanger #deannadangerphotography
- FACEBOOK: Deanna Danger Photography, [www.deannadanger.com/photography](http://www.deannadanger.com/photography)
- ALL OTHER ONLINE LOCATIONS: Deanna Danger Photography, [www.deannadanger.com/photography](http://www.deannadanger.com/photography)
- PRINTING PROMOTIONAL USE: Deanna Danger Photography