

# Time for Prints Agreement

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AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Dean Watkiss (hereinafter referred to as "**PHOTOGRAPHER**") and \_\_\_\_\_ (hereinafter referred to as "**MODEL**") have agreed to enter this agreement for the purpose of "time-for-prints" whereby Photographer will provide photography services and prints to Model at no cost to model, and Model will provide modeling services to Photographer at no cost to photographer, both in accordance with the following Definitions and Provisions:

## Definitions

"The Image" or "Images" shall refer to and mean the photographs of Model created by Photographer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ in the Province of Alberta regardless of media or form of storage or representation.

## Provisions

### Session Photography

Digital media \_\_\_\_\_ (no prints/digital materials)

### Proofs

Photographer will provide proofs, either digital or printed, of all Images to model.

### Selection of Prints

Model will, at Model's sole discretion, select Images for Model's prints.

### Number of Prints

Model will receive \_\_\_\_\_ 8 inch by 10 inch print(s) at no charge. Model shall pay to Photographer the sum of ten dollars (\$10.00) for each additional 8 inch x10 inch print.

### Delivery

Photographer shall provide proofs to Model no less than 30 days after the session. Prints will be provided to Model no less than 30 days after Model's request and print selection is received by Photographer.

### Digital Imagery

Photographer shall provide Model with high resolution (8x10 @240ppi), portfolio quality digital file copies of Model's selected images, delivered on DVD, within 90 days.

### Reproduction Rights Granted to Model

Photographer grants Model non-transferable and nonexclusive reproduction rights to the Images. Model shall not transfer, license, sell, lease, or otherwise confer either permanently or temporarily any reproduction rights to any Images, to any third party.

### Copyright and Photo Credit

Model shall affix Photographer's copyright notice and photo credit to any Images reproduced by Model. Photo credit shall read "©20\_\_\_\_ Dean Watkiss"

### Model Release

Model shall sign a standard model release.

### Future Compensation

In the event that within three years from the date of creation of the Images, Photographer transfers, sells, leases, or otherwise permanently conveys reproduction rights to any other party, and receives payment for such transfer in excess of production cost of the images, Photographer shall apportion 50% of such payments above production costs, and disburse same to Model.

### Entire Agreement

This Agreement contains the entire understanding of the Photographer and Model and supersedes and cancels all previous negotiations, agreements, commitments, understandings, and writings in connection with the subject matter of this Agreement. This Agreement may not be released, discharged, abandoned, supplemented, amended,

or modified in any manner except by a written instrument duly executed by Photographer and Model and shall not be strictly construed against either party.

### **Conflict of Laws**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta. Should any provision of this Agreement be declared or determined to be invalid or illegal, the validity of the remaining provisions shall not be affected, and the invalid or illegal provision shall be deemed not to be a part of this Agreement. Photographer and Model further state that they have carefully read the foregoing Agreement and know the contents thereof and that they are empowered and authorized to bind themselves and/or their principals to the terms of this Agreement.

THIS IS NOT A CONTRACT OR AGREEMENT FOR WORK FOR HIRE. THE IMAGES ARE NOT THE PRODUCT OF A WORK FOR HIRE.

### **Photographer**

Name (print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Model**

Name (print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_