

Photoshoot agreement (concept)

The undersigned:

Name and last name: Fred Baggen
Address: Andantestraat 33
Zipcode and city: 1312 TR Almere
Phone: 06 20 967 967
E-mail: fred@fredbaggen.nl
Portfolio: www.fredbaggenphotography.com
Date of birth: 24-10-1967

(hereafter referred to as ‘photographer’)
and

[Real] Name and last name (**model**):
Address:
Zipcode and city:
Phone:
E-mail:
Portfolio:
Date of birth:

(hereafter referred to as ‘model’)

and (possibly)

[Real] Name and last name (**make-up artist / stylist**):
Address:
Zipcode and city:
Phone:
E-mail:
Portfolio:
Date of birth:

(hereafter referred to as ‘make-up artist / stylist’)

Agree on the following points:

The photoshoot

Article 1: Date, time and location

Date:

Time:

City:

Location(s):

Article 2: Posing category

Portrait / fashion

This means photographs in which the model is depicted fully clothed, unless agreed otherwise, either before or during the shoot. 'Portrait' should be understood as the representation of head and / or torso, or full-length. Therefore, both close-ups and wide shots are possible. See also Article 10. 'Fashion' can vary from beachwear to haute couture.

If agreed in advance, a make-up artist / stylist will take care of the make-up / styling of the model on the date mentioned above, in consultation with the model and the photographer. Also, the make-up artist / stylist may be asked to assist the photographer with holding reflection screen or light sources.

Article 3: Non-agreed posing category

With regard to photos that may be taken and fall into a posing category not agreed upon in Article 2 of this agreement, it is expressly provided that the model may prohibit all forms of use of such photographs on the grounds of his or her right to privacy and his or her portrait right.

Article 4: Permission non-public location

If the location(s) mentioned in Article 1 is a photo location specified by the model and where access by means of a door / gate / entrance etc. is required, the model has obtained the written consent of the owner for this and may present it at any time. The same applies to any such photo location organised by the photographer.

N.B. Please see the call sheet and moodboard for further information.

Remuneration / compensation

Article 5: TFP or model fee

Time For Portfolio (TFP)

The photos are taken without financial compensation for the model, photographer and make-up artist / stylist, but with the aim of expanding the portfolio of the parties involved.

The photographer, model and make-up artist / stylist agree that the method of remuneration or model / make-up fee consists of a selection of the photos taken.

The parties involved will not charge each other any fees for the photoshoot. Each party shall pay for their own travel and material costs. Unless otherwise agreed, any costs for make-up and clothing will be borne by the model. The model is free to apply make-up herself or have this done by a third party.

Model fee **(not applicable)**

The fee based on hourly rate or project price (we have agreed upon € 80 for one hour) will be paid out to the model by the photographer in cash or transferred via PayPal / bank account after the photoshoot. Before the start of the photoshoot, photographer and model have agreed on amount, duration of the photoshoot and method of payment.

Make-up artist / stylist fee **(not applicable)**

The fee based on hourly rate or project price will be paid after the photoshoot in cash or transferred via PayPal / bank account to the make-up artist / stylist, by:

- the photographer, if the make-up artist / stylist is engaged by the photographer
- the model, if the make-up artist / stylist is engaged by the model

Before the start of the photoshoot, the hour rate, duration of the photoshoot and method of payment are agreed with the make-up artist / stylist.

Also in the case of a photoshoot where the model and / or make-up artist / stylist charge an hour rate or project price, both receive a selection of ready-to-use photos.

Withdrawal of right to publish

In the event of any withdrawal of the right to publish (50% or more of the photo selection), the TFP nature of this agreement will lapse and the entire photoshoot will be considered a paid assignment. The claimant will then pay the proportionate price to the photographer for the type of shoot determined, with a minimum of € 50.00. This amount may be increased by travel and parking expenses, and costs incurred by renting locations and materials used for the photoshoot, in particular but not exclusively the purchase and development costs of films.

Article 6: Photo selection

The model (and make-up artist / stylist) will receive a selection of fully edited and ready-to-use photos no later than four weeks after the shoot. This longer-than-usual period is due to the fact that (also) analogue photography is used. The development and scanning of negatives takes significantly more time than digital post-production.

The photo selection consists of JPEGs both in full colour (except for photos on black & white film) and in black & white, unwatermarked, and is sent digitally in high (300 dpi) resolution via WeTransfer or any other medium, to the e-mail address of model and make-up artist / stylist mentioned in this agreement.

As the quality of the photos is paramount, the decision on the number of photos is entirely up to the photographer.

Copyright, usage and portrait rights

Article 7: Copyright and usage photographer

The photographer retains full and exclusive copyright to the photographs he has taken in any form (negatives, slides, prints/ reproductions, digital scans), including the right of reproduction as mentioned below:

- in his portfolio, both offline and online
- on his website(s)
- in books and magazines
- in photo clubs, competitions, discussions
- for promotional purposes, both offline and online
- for commercial purposes (webshop, photostock agencies*)

Article 8: Usage

All parties to this agreement may use the photographs on their website or portfolio and for promotional purposes, and (have them) print(ed) and use in their portfolio and / or for promotional purposes or decoration, always crediting photographer, model and make-up artist/stylist.

Digital files or prints provided by the photographer to model and make-up artist / stylist may not be manipulated or altered in any way. This includes cropping or framing in any other form, and adjusting colours, such as converting to black & white or sepia.

If either party wishes to post black & white versions, then the black & white versions produced and provided by the photographer must be used. It is not permitted for full colour photos to be converted to black & white by third parties using an online tool or manually in an image processing application.

* Commercial use by one of the parties for photostock agencies is only permitted with the prior written consent of the other party / parties, whereby after two unanswered requests to that effect (via the means of communication available) the right of veto automatically lapses. Commercial use must be accompanied by mention of photographer, model and make-up artist / stylist as well. If applicable, a fee will be agreed.

Naming or tagging of model and make-up artist / stylist is done on the basis of full first and last name as stated in this agreement, and / or Facebook / Instagram profile name, unless otherwise agreed. (The initiative to be credited with a pseudonym instead of the full name lies with the model and make-up artist / stylist.)

Article 9: Portrait rights

The model holds the portrait right. The make-up artist / stylist has equal rights of use as mentioned above for model, with the same restrictions, but the make-up artist / stylist cannot claim portrait rights.

Miscellaneous

Article 10: Quality and warranty

Model and make-up artist / stylist accept that there will be no guarantee on the quality of the photos taken during the photoshoot. Similarly, the photographer accepts that there is no guarantee on the posing performance of the model and the make-up artist / stylist's make-up performance. All parties acknowledge that performance not meeting the expectation of the other(s) cannot give rise to compensation.

Nor will photographer, model and make-up artist / stylist be able to claim damages or lost fees if the photoshoot cannot take place due to force majeure. This also applies if the photos are failed, damaged or deleted due to technical failure.

Approach for the benefit of model's (and make-up artist / stylist's) portfolio

The aim is (also) a realistic representation of the model for the benefit, in particular, of her / his portfolio and that of the make-up artist/stylist.

Approach for the benefit of photographer's portfolio

The photographer's hallmark is not necessarily an 'Instagrammable' approach. Therefore, the photographer reserves the right during the photoshoot to (also) achieve an artistic, 'free' approach to the concept of 'portrait', by way of his own vision in regards to sharpness / blur, composition, characteristic choice of film and so on, which factors can be labelled as experimental c.q. not necessarily 'Instagrammable'.

The model and make-up artist / stylist have no right of veto on such free work, but upon explicit request and mutual agreement, it can be decided to publish this work exclusively outside social media, or to omit crediting the model's and / or make-up artist / stylist's name and tags on social media.

Both approaches always aim for tasteful end results for both model, photographer and make-up artist / stylist.

Article 11: Behaviour and professionalism

Photographer will at all times behave professionally towards the other parties involved in the photoshoot, and ensure a safe, inclusive atmosphere.

Article 12: Personal details

The involved party / parties shall not disclose information that may infringe the privacy of the other party / parties, including personal details, to third parties, unless the involved party / parties have given their prior consent.

Article 13: Legality

The model declares not to need permission from anyone to make this agreement legally valid. If the model is a minor, the legal representative shall also co-sign this declaration.

The model declares that participation in the photoshoot does not violate any other existing written or oral agreements to which the model is a party. In particular, the model declares not to be under management with any modelling agency that may object to this photo shoot.

This agreement comprises seven (7) pages. By their signature on the last page, all parties declare that they have read and understood the entire agreement, concur, and that all information provided is true. This signature also represents the traditionally customary initials on each page of the agreement.

The terms in this agreement are valid in all countries of the world. Dutch law applies to this agreement.

Thus drawn up in Almere, on [day / month / year], in as many original copies as there are participants, of which each party declares to have received one.

Signature photographer:

Signature model:

Signature make-up artist / stylist:

The signatures of model and make-up artist / stylist need not be in the same document. Both can send the signed document to the photographer independently.

Entering name and address is possible by opening the PDF in Adobe Acrobat and using the 'Fill and sign' tool to place the cursor on the dotted line and type the details.

Signing is possible by opening the PDF in Adobe Acrobat and using the 'Fill in and sign' tool to place your signature (place a ready-to-use JPEG, or add a digital signature using the mouse / drawing pen).

A free trial version of Adobe Acrobat can be downloaded at www.adobe.com/nl/acrobat/pricing.html (Dutch) or <https://get.adobe.com/reader/> (English).

If the above does not work, print the signatures page, sign it with a pen, scan it and send it by e-mail or snail mail.