MODEL RELEASE & PHOTOSHOOT AGREEMENT

RESTRICTED PHOTOGRAPHER USAGE

THIS MODEL RELEASE & PHOTOSHOOT AGREEMENT - RESTRICTED PHOTOGRAPHER USAGE (the "Agreement") is made and entered into this XXth day of Month, 2026 (the "Execution Date"),

BETWEEN:

The "Photographer"
John Michael Doe of
X123 Yza Rd
Townsville, XY 12345
Email: abcdxyz1234@domain.com
Phone (Mobile): (555) 123-4567

AND

The "Model"
Emily Jane Taylor of
7890 Maple Ave
Lakeside, XY 98765
Email: xyzabc4567@email.com
Phone (Mobile): (303) 789-0123

1. **BACKGROUND**

   The Photographer is engaged in the creation of photographic, video, and other media for personal, artistic, editorial, and commercial purposes. The Model voluntarily agrees to participate in the photoshoot and consents to being photographed, filmed, or otherwise recorded by the Photographer.

   The parties agree that the creation, ownership, use, and distribution of the resulting photographs and other media shall be governed by the terms of this Agreement.

MODEL RELEASE
AGREEMENT AND AUTHORIZATION

WHEREBY:

2. PHOTOGRAPHER'S COPYRIGHT OWNERSHIP & PUBLICATION RESTRICTIONS

2.1. The Photographer retains full and exclusive copyright ownership of all photographs, video recordings, and other media created during the photoshoot (collectively, the “Work”).

2.2. The Photographer may retain, store, back up, edit, archive, and privately display the Work, including showing photographs to friends or other individuals for personal viewing, provided such activity does not constitute publication or public distribution.

2.3. The Photographer must obtain the Model's prior written consent before publishing or publicly distributing any portion of the Work.

2.4. Publication includes, but is not limited to, posting on social media, displaying on websites or online portfolios, submitting to contests or publications, and using in advertising, marketing, or promotional materials.

2.5. Written consent may be provided electronically, including by email, text message, or direct message. Consent must clearly establish the Model's permission for the intended publication and does not automatically authorize other publications or uses.

2.6. Nothing in this Agreement transfers copyright ownership to the Model.

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3. THE PHOTOGRAPHER’S COPYRIGHT & MODEL’S USAGE RIGHTS

3.1. Photographer’s Copyright Ownership

3.1.1. The Model acknowledges that the Photographer retains full copyright ownership of the Work.

3.1.2. The Photographer's copyright ownership remains in effect regardless of any usage rights granted to the Model under this Agreement.

3.1.3. The Model may not claim authorship of the photographs or represent them as having been created by another photographer.

3.2. Model"s Usage Rights

3.2.1. The Photographer grants the Model permission to use, publish, and distribute the final, edited photographs delivered to the Model for personal, portfolio, social media, self-promotional, professional, and commercial purposes without requiring additional permission from the Photographer for each use.

3.2.2. The Model must credit the Photographer as **ESNC Photography** or **Essence Photography** in every posting, publication, or distribution of the photographs.

3.2.3. Where supported by the platform or format, the Model must also tag or link the Photographer's applicable official account.

3.2.4. For printed publications or formats where tagging or linking is unavailable, credit by name is sufficient.

3.2.5. The Model may not sell, license, sublicense, or otherwise transfer the photographs to third parties for independent use without the Photographer's prior written consent.

3.2.6. The Model's usage rights apply only to the final, edited photographs delivered by the Photographer. Access to or receipt of raw, unedited image files does not, by itself, grant additional publication, licensing, resale, or distribution rights.

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4. THE MODEL

The Model acknowledges and agrees to the following:

4.1. The Model has read, understood, and voluntarily agrees to the terms of this Agreement and warrants that they are at least eighteen (18) years of age and legally capable of entering into this Agreement.

4.2. The Model understands the nature, artistic style, and intended scope of the photoshoot and voluntarily consents to being photographed in the poses and states of dress or undress specifically agreed upon by the parties. Where applicable, the Model expressly consents to partial or full nudity as agreed prior to the photoshoot.

4.3. The Model acknowledges that consent to being photographed does not constitute consent to publication or public distribution of the resulting Work. The Photographer's publication and distribution rights remain subject to the prior written consent requirement outlined in Section 2.

4.4. The Model releases and holds harmless the Photographer and their successors, legal representatives, licensees, and assigns from claims or damages arising from or associated with the creation, alteration, publication, distribution, or use of the Work, including claims relating to privacy, publicity, or defamation, to the extent permitted by law.

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5. EXCEPTIONS & SPECIFIC EXCLUSIONS

Notwithstanding any other provision of this Agreement, the following exclusions or limitations are specifically agreed upon by the parties and shall take precedence over the Photographer's usage rights under Section 3.

The parties may specify restrictions relating to the Model's identity, appearance, or other agreed-upon limitations on the use of the Work.

5.1. Agreed-upon exclusions:

☐ No facial identification or recognizable facial features.

☐ Removal or concealment of specified tattoos.

☐ No publication of specified images.

☐ Other: _____

☐ **No exclusions.**

5.2. Any exclusion must be specifically identified and agreed upon by both parties. The exclusions in this section do not override or waive the Photographer's obligation to obtain the Model's prior written consent before publication or public distribution of the Work.

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6. DURATION OF AGREEMENT:

6.1. This Agreement is irrevocable and shall remain in effect in perpetuity, worldwide, subject to applicable law and the specific limitations set forth herein. The Agreement shall be binding upon the Model and their heirs, successors, legal representatives, and assigns.

6.2. The parties may execute this Agreement electronically, including through electronic signatures or electronically transmitted copies. Such execution shall be considered valid and binding to the extent permitted by applicable law.

6.3. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

6.4. This Agreement constitutes the entire understanding between the parties concerning its subject matter and supersedes any prior agreements or understandings, except for any separate written agreement expressly incorporated herein.

7. NON-DISPARAGEMENT AND DEFAMATION

The Model agrees not to make or publish any false, misleading, or defamatory statements, verbally, in writing, or online, that could damage the Photographer's reputation, business, or professional standing.

Likewise, the Photographer agrees not to make or publish any false, misleading, or defamatory statements about the Model.

This clause does not restrict either party from providing truthful statements as required by law.

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8. PHOTOSHOOT SERVICES AGREEMENT

The Model has contracted for the following photoshoot services:

Number of Hours: _____ Rate: $100 per hour

Total Amount: $_____

Payment for the photoshoot services is required in full prior to the commencement of the photoshoot.

The following deliverables are included as part of this Agreement:

1. Ten (10) professionally edited photographs per hour of photoshoot services.
2. Access to all raw, unedited image files captured during the photoshoot, provided electronically in a downloadable format.

The Model's usage rights under Section 3.3 apply to the final, edited photographs delivered by the Photographer. Access to or receipt of raw, unedited image files does not grant additional publication, licensing, resale, or distribution rights beyond those expressly granted under this Agreement.

Any separate permission to publish, license, or distribute raw, unedited images must be agreed to in writing by both parties.

The Model acknowledges that raw, unedited images may not reflect the Photographer's final editing style or intended presentation.

Both parties acknowledge that they have read and fully understand the terms of this Agreement and voluntarily accept them.

_____

John Doe / *The Photographer*
Date:

_____

Emily Taylor / *The Model*
Date: