

# Model Release Agreement

between

.....

.....

(Name, address, further contact details)

(hereinafter called "the photographer")

and

.....

.....

(Name, address, further contact details)

(hereinafter called the "model")

The following agreement is hereby concluded with regard to the creation and use of personal photographs:

## Art. 1 Services

1. The model shall make himself/herself available to the photographer on ..... (enter date) for the creation of photographic images.
2. (tick the appropriate alternative)
  - Time for Pictures:** The photographer shall provide the model with (digital) copies of the photographic images for the purpose of self-presentation and private use. The model will not be permitted to grant sublicences for the photographic images in return for payment.
  - Fee:** The photographer shall pay the model a single fee amounting to €..... for the creation and use of photographic images. This fee will cover all the model's claims and entitlements.

## Art. 2 Rights of the photographer

1. The photographer will be entitled to use the photographic images without any restrictions in terms of time and territory.
2. The right of use will embrace the following purposes: (tick all the relevant applications)
  - Advertising
    - Print media, promotional material
    - Outdoor advertising
    - Online advertising
  - Internet
    - on the client's website
    - on social media
  - Publicly accessible database
    - Stock image archive
    - Publication under free licence
  - Press and media
    - Public relations
  - TV and film production
  - Artistic purposes
  - Reference for the Photographer

3. and/or the following purposes:

.....

(describe the planned use in detail)

4. The selection of the photographic images will be at the discretion of the photographer. The photographer can use any number of photographic images. He/she is not be obliged to use the images.

5. The photographer will be permitted to digitize and edit the photographic images – for example, by retouching, digital editing software and montage techniques of all kinds. He/she can employ third parties for this purpose.

### Art. 3 Credits

1. The model's name can be mentioned at the discretion of the photographer. The photographer will be entitled to use the photographic images in combination with the model's name (or pseudonym) and professional title.
2. To the extent that the photographer provides the model with (digital) copies of the photographic images for the purpose of self-presentation and private use, the model must, in the event that the images are published, indicate the photographer's name.

### Art 4 Data protection

1. The photographer will be the data-protection controller with regard to the creation and use of the photographic images.
2. The following identifying characteristics will be processed: depiction of the model; date and time of the photoshoot; name and contact details of the model.
3. The creation and use of the photographic images will take place in accordance with Art. 2, Para. 2, of this agreement. Point b) of Article 6 (1) of the GDPR will constitute the legal basis. Data processing will be necessary for the performance of the agreement.
4. The data will be erased as soon as it is no longer required for processing purposes/if it no longer has to be retained as proof of a copyright infringement.
5. Under certain conditions the model will be able to exercise his/her rights regarding his/her personal data:
  - Right to object to processing (Art. 21 GDPR)
  - Right of access (Art. 15 GDPR),
  - Right to rectification (Art. 16 GDPR)
  - Right to erasure (Art. 17 GDPR),
  - Right to restriction of processing (Art. 18 GDPR)
  - Right to data portability in a machine-readable format (Art. 20 GDPR)
  - Right to lodge a complaint with a supervisory authority (Art. 77 GDPR).
6. *(delete where appropriate)*  
Data will be transferred to non-EU countries. This will take place in accordance with statutory data protection provisions. The model can view these provisions upon request.

### Art. 5 Other provisions

1. This agreement is subject to German law.
2. Ancillary oral agreements have not been made. Any amendments to this agreement must be made in writing.

Date:

.....  
Photographer's signature:

Model's signature:

.....

.....

Addendum if the model is still a minor:

As sole authorized legal representative I herewith sign on behalf of the model

(Date, signature of both parents/signature of the sole authorized legal representative):

.....