

Model Release Agreement

MODEL RELEASE AGREEMENT

THIS AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 200_, between the company executing this Agreement where indicated below, its assignees, licensees and successors (the “Company”), and _____ (“Legal Name”), known professionally as _____ (“Stage Name”), an individual resident in the state of _____ (“Model”).

Enter Movie Title Here: _____ Production Date: _____

WITNESSETH:

WHEREAS, Company is engaged in the business of producing or photographing sexually explicit content, and Model wishes to perform modeling services for Company in exchange for the consideration agreed upon herein.

NOW, THEREFORE, for and in consideration of the amount set forth herein to each party by the other party, and other good and valuable considerations, the receipt of which hereby is acknowledged, the parties hereto do agree and acknowledge as follows:

SECTION A. SERVICES

Model agrees to pose for photographs and to appear in movies under the direction of Company or any agent of Company, including without limitation any photographer, director or producer acting on behalf of Company. Model acknowledges that the photographs and movies will involve nudity and sexual activity.

SECTION B. PAYMENTS

In consideration of and in full payment for the performance of the services and the rights and licenses granted in this Agreement, Company agrees to pay Model the following Sum, \$_____.

SECTION C. LICENSE

1. Model grants to Company the absolute worldwide and perpetual right and license, under Model’s rights of publicity, privacy, and all other rights, to copyright, use, publish, publicly display and perform, copy, distribute in any media (including without limitation any electronic media), market and sublicense, all portraits, pictures, images, sounds, and likenesses of Model captured or recorded by Company, including modifications, derivations and composites thereof (the “Content”) in any form, format or medium, including without limitation photographs, videos, DVD’s, internet streaming video and any other digital or non-digital formats, whether now known or hereafter invented. Company may exercise its rights in the Content; including without limitation its rights to alter and combine the Content, for any purpose whatsoever without further compensation. This Section C.1 shall survive any termination of this Agreement.

2. All Content, in whatever photographic, video, audio, digital or other form or format, shall constitute the sole and exclusive property of Company, and Company shall own all rights, title and interest, including all intellectual property rights, therein. Model agrees that (i) Model has no rights in the Content or in the proceeds from exploitation of the Content, (ii) Model will not assert any rights in or to the Content (including

any “moral rights”, which Model expressly waives), and (iii) Model has not granted any rights that would conflict with the grant of rights herein.

3. Model grants to Company the absolute right to use, in any context in Company’s sole discretion, in conjunction with the Content or its exploitation, any printer or verbal matter of any kind, including without limitation Model’s biography, pictures, audio recordings or other items provided by Model, any printed or verbal matter from any source other than Model, and any audio or visual content provided by others (which may be used, without limitation, to “double” or “dub” any performance attributed to Model). Model shall have no right whatsoever to review or approve any such use.

4. As part of (and without limiting) the foregoing grant, Model expressly grants to Company all rights (including without limitation privacy and publicity rights) to identify Model in connection with any permitted Company use of the Content by Model’s Stage Name, as shown in the first paragraph above, and by any other legal, fictitious or stage name which Model has used or now or in the future uses publicly (including any trademarked names) in connection with modeling or other commercial or professional activities.

SECTION D. REPRESENTATIONS

1. Model hereby warrants that Model is above 18 (eighteen) years of age and has every right to contract in Model’s own name in the above regard. Model further states that Model has read the above authorization, release, and agreement prior to its execution, and that Model is fully familiar with the contents thereof.

2. Model represents that all poses, positions and situations enacted (including those which involve restraint, fictional depictions of captivity, bondage and other such situations) pursuant to this Agreement, including without limitation such poses, positions and situations captured in the Content, were entered into of Models own free will, and without any force, coercion or threat whatsoever and that Model was not under the influence of any alcoholic or intoxicating substances at the time.

3. Model has the right at any time to terminate any session without fear of any force, coercion or threat whatsoever. Model furthermore agrees to release Company from all accusation of such force or coercion by the Company or its agents. Model understands that he or she shall not be entitled to payment for any session or services terminated by Model.

4. Model agrees to provide the Company with a true, correct and unaltered copy of a blood test for H.I.V. performed at an accredited clinic, showing Model’s test results and present it for inspection prior to Model’s performance. Model agrees to make said document available for inspection by any co-performer with whom Model is to perform and to notify the Company of any reasonable doubts Model may have as the acceptability or validity of that co-performer’s documentation. Model hereby declares that Model is aware of the risks of contracting any sexually transmitted diseases and expressly and in perpetuity agrees to assume any and all risks of contracting any sexually transmitted disease pursuant to this Agreement. Model hereby indemnifies, and holds the Company harmless against any such claim asserted now, or in the future, for any sexually transmitted diseases contracted by Model while performing under this Agreement.

5. MODEL ACKNOWLEDGES THAT COMPANY IS ENGAGED IN THE SALE AND DISTRIBUTION OF SEXUALLY EXPLICIT MATERIALS.

SECTION E. MISCELLANEOUS

1. This Agreement may be terminated by Company on notice to Model and without further payment to Model in the event that Model is, or appears to be, unable, unfit or unwilling to perform the services, if Model is involved in abuse of alcohol, drugs or other controlled substances, or if Model is charged with or proven guilty of any criminal act during the performance of Model’s services pursuant to this Agreement.

2. Model is an independent contractor. Nothing in this Agreement shall be construed as creating any agency or employment relationship between Model and the Company. Model shall be responsible for all taxes related to the payments hereunder, and shall not be entitled to any employment-related benefits.

3. This Agreement, and the rights contained herein, may be licensed, sold, or assigned by Company to any person or entity, without notification to or consent of Model and without further compensation to Model. Specifically, Model acknowledges that the rights, licenses and releases, as well as the representations of Model, granted and made herein extend to Company's successors, licensees (including distributors) and assigns, and Model intends that they shall each and all benefit there from. Model's rights and obligations hereunder are personal and non-assignable.

4. In the event that any term or condition of this Agreement or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder shall not be affected thereby.

5. This Agreement shall be performed in the State of _____. Notwithstanding the principles of conflicts of law, the internal laws of said state shall govern the interpretation and enforcement of this Agreement. All disputes between Model (and Model's respective attorneys, successors, and assigns) of any kind whatsoever, arising from the transaction reflected in this Agreement (hereinafter "Arbitral Claims") shall be resolved by arbitration ("Arbitration"). Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute or regulation, excepting only claims under applicable workers' compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitral Claims. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.** Arbitration of Arbitral Claims shall be conducted in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association. The prevailing party in any such Arbitration shall be entitled to recover its reasonable attorney's fees and expenses.

6. This Agreement contains the entire agreement between Model and the Company, and there are no oral understandings, terms or conditions. Neither Model nor the Company has relied upon any representation, express or implied, not contained herein. All prior negotiations are merged in this Agreement. This Agreement may not be modified orally, but only by a written agreement signed by the party against whom enforcement is sought. Model agrees to execute such documents or instruments as Company may request to further evidence or perfect Company's rights or interests granted herein, and Model irrevocably appoints Company as his/her attorney-in-fact (coupled with an interest) to execute and deliver same if Model fails to do so within ten (10) days of Company's request.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement by their signatures below.

MODEL: (sign & print Legal name):

Signature: _____

Print Name: _____

Address: _____

Telephone Number: _____

Email Address (if any): _____

COMPANY: _____

[Company Name of Producer/Photographer]

By: _____

Name: _____

Title: _____

