

STRALEYPHOTOGRAPHY.COM MODEL RELEASE FORM

This Release and Permission is made on the _____ day of _____ Two Thousand and Twentyone
BETWEEN STRALEYPHOTOGRAPHY.COM – LTD (hereinafter called "the **COMPANY**") of the **ONE** Part and
(Model) (Model's Parent/Guardian) (hereinafter called "the
MODEL ") of the **OTHER** Part.

- I. The Model hereby assigns full copyright and waives all rights under the Act to these Images to the Company together with the right of reproduction either wholly or in part.
- II. The Model grants to the Company, its photographers or licensees or assignees the permission to unrestrictedly use the Images for whatever purpose, including advertising, with any retouching or alteration.
- III. The Model hereby permits the Company to retouch, blur, distort, alter, perform an optical illusion, or use in composite form, whether intentional or otherwise, the Images or in any subsequent processing of the Images.
- IV. The Model hereby agrees that the Images be used by the Company with or without the Model's name in advertising and permission granted by the Model/Model Parent/Guardian to use the Images is absolute and final and not subject to future approval.
- V. The Model undertakes not to institute legal proceedings, claims or demands against Company, its photographers or licensees or assignees in respect of any usage of the Images. The Model hereby releases the Company, its photographers or licensees or assignees from all claims and liability relating to the Images taken of the Model.
- VI. This Agreement supersedes any prior agreement between the Company and the Model whether written or oral.
- VII. The Model is eighteen years or older and has read this model release form carefully and fully understands its meanings and implications.
- VIII. Model is granted the following licensing of the Images - the rights which are defined herein:

Personal Use Commercial Use Secondary Use

Registered (Legal) Name _____ If model Age _____

Model Name (if any) _____ If model Height _____

Other Name _____ MUA _____

Address _____

Email Address _____

Phone _____ What's App number _____

Facebook Account name _____

Instagram Account _____

Model Signature _____ Date ____ \ ____ \ ____

Model's Parent/Guardian Signature if under 18 _____ Date ____ \ ____ \ ____

Your webpage : www.straleyphotography.com/ _____

Definition Clause:

1. **"Act"** means The Copyright Act Chapter 67 of the 2010 Continuous Revised Edition of the Laws of Grenada.
2. **"Company"** means StraleyPhotography.com-Ltd. a Limited Liability Company incorporated under the Companies Act Chapter 58A of the 2010 Continuous Revised Laws of Grenada.
3. **"Image(s)"** refers to all transparencies, negatives, prints, electronic storage media, digital files, text information, and any other photographic materials taken in shoots, commercial activities, events, and engagements or any other pictures or graphics provided by the Photographer.
4. **"Session or Event"** refers to a specific location and time where the Photographer and the Model worked to capture and record the Images.

Licensed Use of Images

The Company will take a number of Images during each Event or Session. The exact number cannot be determined or guaranteed in advance as the number taken is determined by the situation itself. Following the Session or Event, a number of Images with reasonable quality and minimal defects will be selected and posted for review. The company may provide the Model with one or a combination of several licenses to its Images as described below. In all cases the Company retains ownership of the final image and the raw image captured (the digital negative). The Company does not provide raw Images directly from the cameras and in most cases do not provide a CD with all Images. The Company grants the follow types of licenses for the use of its Images:

Personal Use Licensing of License

Personal use Images are the most common Images for licensing. Personal use Images may be used for many non-commercial (non-revenue generating) purposes in most cases. Some examples of this would include: Facebook, Instagram, Model Mayhem, email distributions, to print personal use Images, up to 8x10 or slightly larger and in cases where you do not desire to dramatically crop the Images. The Images are also provided for your limited portfolio use but not your Agency's and for your friends to share assuming you confirm that they also agree to the restrictions as specified here.

There are certain restrictions on the use of personal use licensed Images. **You may not crop or alter these Images or allow a person or program or application you use to do so for you.** This includes change to the ratio or height to width, dramatically altering the size or resolution of the image, changing the colours, making them black and white if they are in colour, applying treatments to them to dramatically alter their appearance or removing the Company's logo from them. You may not remove persons or features from the Images and may not alter or remove the background on applications such as Facebook will slightly reduce the resolution, this is acceptable, others such as Instagram may dramatically alter the size and resolution. The model is not permitted to use the Images in these types of applications.

If you desire to make any of the listed alterations (or similar ones) you must contact the Company first and discuss same - in some cases the Company may do it for you or permit others to do it for you. The Model does not own these Images. **If posting to Facebook or other social media site, you MUST tag the Company even where the Company's logo is on the image. In most cases the Company expects a comment to be placed below the image with a link to the Company's web site gallery.** **You may not make money using or selling or including these Images in other media or promotions. Personal use licensed Images are provided in a medium resolution format that is sized to meet Facebook posting requirements.** This is between 800 and 900 kilobytes in size.

Primary Commercial Use Licensing of Images

You will have the right to crop, color, and modify the size and appearance of these Images including retouching to remove blemishes, objects and other items from the Images. You may distort the image and its appearance. Your Primary Commercial license includes the right to include these Images in marketing materials, on a commercial web site, in a magazine, and in other formats in which the Images may be presented or sold by you or under your authority. You may use these Images on posters and bill boards and other similar promotional activities. These Images will not have the Company's logo on them unless requested.

Under certain conditions you may be granted the additional right to declare exclusive use of the image for a period of time. If granted, this right includes the right to inform the Company that you will not permit the display of Primary Commercial Use Images in other websites or other venues for a specific predetermined period of time – which is usually one year from your purchase of the license.

Please request any agreements or restrictions on the use of these Images from the Company in advance and in writing on an image by image basis before you purchase them. These restrictions may change the price.

The high resolution version of the Primary Commercial Use files will be delivered separately to you in high resolution format using a reliable method of delivery to be mutually determined. Please note that the size of each file will be extremely large – in some cases this may exceed 60 megabytes per image unless you request them to be smaller in size.

Secondary Commercial Use Licensing of Images

Secondary Commercial Use Images will be provided for your general commercial use – the image is licensed to you for a specific one-purpose use. These Images are permitted for shared use but not exclusive use on your website and in marketing materials. The Company does not permit changes to these Images such as cropping, color, or removal of our logo without the explicit permission from the Company granted on an image by image basis in writing.

Re-sale of these Images by you is not permitted under this agreement and inclusion of these Images is not permitted in materials that may be sold by you or under your authority. Each image will have the Company's logo on them.

Secondary Commercial Use licensing is provided for a period of one year from your purchase date. Following this period, you must remove them from your marketing or similar programs or re-license them from the Company. Any agreements with the Company must be in writing and on a specific image by image basis.

Secondary Commercial Use files will be delivered in high resolution format in a reliable method of delivery to be determined with a size usually exceeding 1,000k. For your planning purposes the size is often between 2 and 5 megabytes in size. You may downsize these Images for use on Facebook and other similar uses such as email and inclusion in articles.

Company details for communication

You may call the Company on the phone in advance to discuss your purchase at (473 536-8638) or (860) 487-1081. You should make any official communications or follow-up request to the Company in writing and via email to Michael@Straleyphotography.com. When referring to an image on our website or from an Event or Session it is usually easiest to refer to it using the last four digits of the file name allowing the Company to identify which series of Images you are discussing.

When discussing an image that is on the Company's web site use the file name rather than the sequence number – the sequence number can change – the file name does not. Click on the image and the file name is just below it.

When providing list of Images to the Company it is easiest and usually most efficient if you provide the list with a comma and space between the numbers – this will help ensure that you will receive the correct Images you desire quickly and with minimal delay and confusion. Here is an example: *Please provide the following Images to the Company 0002, 0045, 0473, etc.* If you do it this way the Company can drop your list right into the selection program used, retrieve your Images, and get them to you quickly and accurately.