

TFP CONTRACT 2023

This contract (hereinafter referred to as the "Contract") is entered into on [date], between the photographer Christian van Duuren (hereinafter referred to as the "Photographer") and the model [model name] (hereinafter referred to as the "Model").

Purpose of the Photoshoot

- 1.1 The purpose of this photoshoot is to provide both the Photographer and the Model with the opportunity to expand their portfolios.
- 1.2 The Model agrees to pose for the Photographer, and the Photographer agrees to take professional photos of the Model.

TFP Terms

- 2.1 This is a Time for Print (TFP) agreement, which means the Model will not receive any compensation for the photoshoot.
- 2.2 In exchange for the Model's time and talent, the Photographer agrees to select and edit an agreed number of photos to deliver to the Model within a reasonable period after the photoshoot.
- 2.3 The Model is entitled to receive an agreed number of high-resolution digital photos for personal use only, not for commercial use, unless otherwise agreed in writing.

Photoshoot Schedule and Duration

- 3.1 The date, time, and location of the photoshoot will be mutually agreed upon by the Photographer and the Model.
- 3.2 The parties will make reasonable efforts to be present at the agreed location on time and will promptly notify each other in case of any delays or changes.

Photographer's Responsibilities

- 4.1 The Photographer is responsible for providing the necessary camera equipment and other tools to carry out the photoshoot.
- 4.2 The photographer will show the model a mood board/examples of other photographic work prior to the shoot to determine the tone and style of the photoshoot.
- 4.3 The Photographer will take professional and high-quality photos of the Model during the photoshoot.
- 4.4 The Photographer has the right to edit and retouch the photos to make them suitable for delivery to the Model.

Model's Responsibilities

- 5.1 The Model is responsible for providing suitable clothing, makeup, and accessories for the photoshoot, unless otherwise agreed.
- 5.2 The Model will conduct themselves professionally during the photoshoot and follow the Photographer's instructions.
- 5.3 The Model agrees that the Photographer has the right to use the selected photos for their portfolio, promotional materials, or online publication, unless otherwise agreed in writing.

Use of Partially Nude or Nude Images for Artistic Purposes

6. The Model and the Photographer agree that some of the photos may be uncensored, if expressly agreed upon and within the boundaries of legal requirements and respect for the Model's privacy and dignity. The Model understands and agrees that these uncensored images may depict parts of the body that may be considered intimate, suggestive, or nude. The Model confirms that they voluntarily and knowingly consent to the use of such uncensored images for artistic purposes.

The Model hereby grants the Photographer non-exclusive, worldwide, perpetual rights to use, reproduce, adapt, publish, and exhibit the uncensored images within the scope of the Photographer's artistic practice, including but not limited to portfolio, exhibitions, promotional materials, and online publication. The Model understands that the Photographer does not have permission to use the uncensored images for pornographic, illegal, offensive, or harmful purposes.

The Model declares to indemnify the Photographer from any claims, demands, liabilities, costs, and expenses arising from the use of the uncensored images, including claims related to reputational harm, invasion of privacy, or any other legal or moral claims.

Copyright and Ownership

- 7.1 The Photographer retains the copyright to all photos taken during the photoshoot.
- 7.2 The Model may use the received photos for personal use, such as displaying them in a portfolio or on social media, but may not sell or use them in any commercial manner without written permission from the Photographer.

Termination

- 8.1 This Contract may be terminated by either party in writing at any time if there is a valid reason for termination.
- 8.2 In the event of termination, the rights and obligations of both parties shall remain in effect until the termination date.

Applicable Law

- 9.1 This Contract shall be governed by and interpreted in accordance with the laws of the Netherlands.
- 9.2 Any dispute arising out of or in connection with this Contract shall be submitted to the competent courts of Utrecht.

By signing this Contract, the Photographer and the Model acknowledge that they understand and agree to the terms and conditions stated herein.

Photographer's Signature: \_\_\_\_\_ Model's Signature: \_\_\_\_\_

Photographer's Name: \_\_\_\_\_ Model's Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_