

Commissioned Shoot & Model Release

Photographer: Trenton Phoenix Media, LLC and Kristan M. Blanchard (collectively, "Photographer"). **Model:** the person identified below, who is commissioning and paying for the session ("Model/Client"). This agreement covers the photography and media session identified below and the resulting photographs, recordings and derivative works ("Media").

7820 Key Largo Drive, Reno, NV 89506
775-895-9024 | Trenton.phoenix.media@gmail.com
Gallery: **photos.trentonphoenix.com**

MODEL AND SESSION INFORMATION

Full legal name

Preferred name / alias (optional)

Date of birth / age

Phone number

Email address for gallery notification

Mailing address

Session Information

Session date and start time

Shoot location(s)

Session length / agreed scope

Emergency contact / phone (optional)

Fees & Payment Schedule

1. COMMISSIONED SESSION / INCLUDED DELIVERABLES

Model/Client commissions Photographer to perform the session described on page 2 and agrees to pay the total shoot fee and payment schedule completed below. The fee includes the shoot and ten finished, non-watermarked digital images selected through the gallery. These images carry no additional download charge. No delivery fee is charged. Additional images, prints, products or licenses are optional purchases. Photographer is not paying Model a modeling or appearance fee.

Total shoot fee (\$)

Deposit amount (\$)

Deposit due date

Remaining shoot fee / balance (\$)

Remaining shoot fee / balance due date

Other installments / payment schedule, if applicable

Payment method / agreed payment notes

Included Images & Gallery

2. TEN INCLUDED FINAL DIGITAL IMAGES

Photographer will curate and make a session gallery available through **photos.trentonphoenix.com** and notify Model at the email address or phone number listed in this agreement when the gallery and redemption code are ready. Model may select **ten (10) finished digital images without watermarks** from that session's eligible digital-download offerings.

Photographer will provide a **model-specific, single-use promotional code**, ordinarily based on Model's first name. The code is valid for **30 calendar days** beginning when the curated gallery is available and Photographer sends Model the readiness notification and code. Time spent editing or preparing the gallery does not count against this window. The notification will identify the redemption deadline.

Model must select all desired included images and apply the code in **one checkout**. The code covers up to ten eligible digital-image downloads from Model's session gallery only. If Model selects fewer than ten images, the unused allowance is forfeited after that checkout. The code expires at the stated deadline and cannot be reused, shared, transferred, redeemed for cash or applied to another person's gallery, prints, products or other purchases.

If a code or gallery access problem prevents redemption, Model should contact Photographer before the deadline. Photographer will provide a working code or equivalent electronic delivery and a reasonable extension for a problem attributable to Photographer or the gallery service. Changes to platform or code mechanics will not reduce the promised ten-image benefit during the redemption window.

3. GALLERY SALES / ADDITIONAL PURCHASES

Photographer may offer additional digital images, prints, products and image licenses for purchase by Model and third parties at prices established by Photographer. Photographer may use third-party services for hosting, proofing, payment, delivery and fulfillment. Galleries and publicly displayed proofs may be watermarked or reduced-resolution. Access to a gallery does not deliver or license every image shown.

4. CURATION, DELIVERY AND FILE RETENTION

Photographer controls which images are edited and included in the gallery and will make a good-faith effort to provide at least ten finished images for selection. Not every capture will be edited or delivered; RAW files, digital negatives and unedited footage are not included. If fewer than ten usable final images can be produced, the parties will agree in writing on a replacement session or other substitute benefit. Model should download and back up delivered files promptly. Gallery access is guaranteed through the redemption window; continued hosting and indefinite archival storage are not promised.

Authorization & Image Rights

5. RELEASE AND COMMERCIAL-USE AUTHORIZATION

In consideration of Photographer's services and the included deliverables described above, Model grants Photographer and Photographer's authorized assigns and licensees an irrevocable, worldwide authorization, in perpetuity and to the fullest extent permitted by law, to photograph and record Model and to use Model's likeness, appearance, image, voice, poses and performance captured in the session. Authorized uses include editing, cropping, retouching, reproducing, modifying, creating derivative works, publishing, displaying, distributing, transmitting, advertising, licensing and selling the Media in all media and formats now known or later developed.

Model expressly consents to commercial and noncommercial use, including websites, portfolios, social media, online galleries, flyers, printed promotional materials, advertising, editorial publications, books, video and multimedia productions, exhibitions, art prints, products, digital-image sales and third-party commercial projects. Photographer may use **watermarked or non-watermarked versions** for these purposes. Sales or licenses may be made to Model or other people and businesses.

Photographer retains discretion over selection, editing, cropping, presentation, publication, distribution and removal of Media. Model waives any right to inspect or approve finished Media, captions, layouts or authorized uses before publication. No additional payment, royalties, commissions, revenue sharing or accounting is owed to Model for authorized use, licensing or sales. This authorization concerns session Media; it does not authorize publication of Model's private contact information.

6. COPYRIGHT AND OWNERSHIP

All photographs, digital negatives, RAW files, edited images, recordings and derivative works created by Photographer remain the copyrighted property of Kristan M. Blanchard and/or Trenton Phoenix Media, LLC. No copyright ownership transfers to Model. Model's appearance in an image, possession of a file or purchase of a download or print does not grant ownership of the copyright or entitlement to sale proceeds.

7. MODEL'S LICENSE TO DELIVERED IMAGES

For included images actually delivered under this agreement, Photographer grants Model a nonexclusive license to download, store, make personal prints and share the images on personal social media and in Model's modeling portfolio, including for self-promotion. Model may resize or crop for layout but may not remove a Photographer watermark, materially re-edit the images, sell them, sublicense them or authorize third-party advertising or product use without Photographer's written permission. Credit "Trenton Phoenix Media" when reasonably practical. Purchased images are subject to the license stated at purchase; purchasing alone does not transfer copyright.

Watermarked proofs and images not obtained through the included allowance or a separate purchase or license may not be downloaded, reproduced, distributed or used by Model without Photographer's authorization. Gallery viewing is permission to review and select images only.

8. PUBLICATION AND THIRD-PARTY SHARING

Model understands that Media may be publicly accessible and that Photographer cannot control third-party screenshots, downloads, reposts, commentary or redistribution after authorized publication. To the extent permitted by law, Model waives claims against Photographer arising solely from lawful third-party sharing of authorized publications. This clause does not grant third parties a license to infringe copyright or otherwise use Media unlawfully.

Acknowledgments

9. MODEL REPRESENTATIONS / VOLUNTARY PARTICIPATION

Model represents that participation is voluntary, that Model understands the nature of the session and this agreement, and that Model has authority to sign. Model is at least 18 years old unless a parent or legal guardian signs the consent below. Model may decline a pose or activity or stop participation; this does not revoke rights granted for Media already captured. This agreement creates no employment, partnership, management, representation or agency relationship.

10. RELEASE OF CLAIMS

To the fullest extent permitted by law, Model releases Photographer and Photographer's assistants, contractors, assigns, licensees and affiliates from claims arising from authorized use, publication, distribution or editing of Media, including privacy or publicity claims, emotional distress, reputational concerns or public commentary, and from accidental loss, corruption or deletion of files or injury arising from participation. This release does not excuse gross negligence, intentional misconduct, unlawful uses or failure to perform the express obligations in this agreement, and does not waive rights that cannot lawfully be waived.

Payment amounts and due dates must be completed and agreed before signing. Any cancellation, rescheduling, refund or deposit-retention terms must be separately agreed in writing and signed by both parties; this agreement does not designate the deposit as nonrefundable.

11. GOVERNING LAW / ENTIRE AGREEMENT

Nevada law governs this agreement. Disputes will be brought in courts of competent jurisdiction in Washoe County, Nevada. This agreement is the complete agreement for the identified session and supersedes prior understandings on this subject. Amendments must be in writing and signed by both parties. If a provision is unenforceable, the remaining provisions remain effective to the extent permitted by law. Electronic signatures and counterparts may be used.

By signing, Model confirms that Model has read and understands all seven pages, including commercial sales authorization, the absence of royalties, the completed fee and payment schedule, and the ten-image allowance with its single-checkout, 30-day redemption window.

Signatures & Guardian Consent

MODEL

Signature

Date

Printed legal name

PHOTOGRAPHER

Signature

Date

Kristan M. Blanchard, for Trenton Phoenix Media, LLC and individually

PARENT / LEGAL GUARDIAN CONSENT (IF MODEL IS UNDER 18)

I certify that I am the parent or legal guardian of the Model identified on page 1 and have authority to consent. I have read this agreement and consent to the minor’s participation and the rights granted here on the minor’s behalf, to the extent permitted by law.
Parent / guardian printed name and relationship to Model

Parent / guardian signature

Date
