

# PHOTOGRAPHER AND MODEL AGREEMENT

## UNDRAYPED AGREEMENT

I \_\_\_\_\_, aka the model, give consent to releasing photos and videos taken on \_\_\_\_\_, by the photographer, Dale Ja-Rell McArthur.

The photographer, Dale Ja-Rell McArthur, also releases edited photos and videos taken on \_\_\_\_\_, to the model, \_\_\_\_\_.

THE MODEL : \_\_\_\_\_

PHOTOGRAPHER: DALE JA-RELL MCARTHUR dba VISUALS BY JARELL and UNDRAYPED

Full legal names shall not be publicly used in any video, blog, comment, or post unless additional permission is given in writing. When nude, implied, or risqué content is posted or distributed by the model, credit for the production should be given only to Undrayped, UNDRAYPED.com or tagged @undrayped on social media. However, some content released by the photographer may also be released under the name Visuals by JaRell. In addition, **all uploaded videos produced by Undrayped, must tag @Undrayped appropriately.** For example, if you post on Onlyfans, then tag @undrayped on onlyfans.

Both parties have full commercial rights to register, upload and sell this content for profit on an individual basis via their own platforms, social accounts, stock sites, and adult sites. No money is owed to either party on the basis of trading content for work or tfp. However, all raw footage and unedited footage is available for purchase by the model for a flat fee of \$300.. The photos and videos may be altered or edited by either party for promo purposes, music videos, etc..

PHOTOGRAPHER-

DATE: \_\_\_\_\_

NAME: DALE J MCARTHUR

SIGN:

MODEL-

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGN:

## Co-Model Release Agreement (the "Agreement")

In favor of \_\_\_\_\_ [UPLOADER'S FULL LEGAL NAME] (hereinafter referred to as the "UPLOADER").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, \_\_\_\_\_ [CO-MODEL'S FULL LEGAL NAME], hereby agree as follows:

1. I hereby represent that I am of sound mind and body, acting of my own free will and fully understand the terms of this Agreement, and I am legally able to execute this Agreement;
2. I hereby agree to be photographed, recorded and/or videotaped by or on behalf of UPLOADER in connection with my participation in \_\_\_\_\_ [NAME/DESCRIBE VIDEO AND/ OR PICTURES] (hereinafter referred to as the "Content") on \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;
3. I hereby agree and represent that I am **AT LEAST 18 YEARS OLD (OR OVER THE AGE OF 21 YEARS IN PLACES WHERE THE AGE OF MAJORITY IS NOT 18 YEARS), AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH I LIVE OR RESIDE<sup>1</sup>** at the time that the Content is created. Further, I fully understand and acknowledge the adult nature of the Content and hereby consent to appear fully and/or partially nude in such Content;
4. I hereby grant UPLOADER the permission to use, reproduce, sell, license, rent or otherwise distribute and publish, modify, edit and alter the Content, which permission is irrevocable. Furthermore, I hereby agree and authorize UPLOADER to publish the Content online, on the platform of her/his/its choice, including any Web platform where independent content uploaders can upload, publish, license and sell their original adult videos, services or other tangibles goods to final users, including all related subdomains or Web sites of such platform (all together referred to as the "Platform"), and such authorization is given for an unlimited time;
5. I hereby understand and agree that the Content may be searchable by others through the Platform itself and through others partnered or networked entities of the Platform or UPLOADER. Furthermore, I understand and agree that the Content may be searchable by publicly available search engines, and it is my sole responsibility should I wish not to appear, be found, or be removed of such search engines;
6. If the Content is found on a site(s) that is not indicated related to UPLOADER, or its licensees, as the case may be, I shall have full rights to demand that the Content be taken down from such unapproved site and/or destroyed, the whole at my own costs;
7. I fully understand and acknowledge that all of the Content is the sole property of UPLOADER and can be used under licence by the Platform, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Content, are the property of UPLOADER;
8. I hereby represent and acknowledge that I am solely responsible for the nature of the Content in which I decided to participate in and that I am solely responsible to bear all risks associated with my participation in the Content. I will not

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<sup>1</sup> Adding a valid form of ID that evidences the age of the co-model and making a copy to attach to the signed Agreement is greatly advised.

CO-MODEL: \_\_\_\_\_  
UPLOADER: \_\_\_\_\_

9. participate in any content that could be deemed illegal or illicit, or involving minors. Furthermore, I agree not to participate in content that could violate third party's intellectual copyright or that violates another individual's privacy or image.
10. I hereby release, discharge and undertake to indemnify and hold harmless UPLOADER and the Platform from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to my participation in the Content. Without limiting the generality of the foregoing, I agree that UPLOADER have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Content or my participation in the Content. I further release all rights to bring any claim, action or proceeding against UPLOADER and the Platform.
11. I fully understand that the present declaration is binding upon my heirs and legal successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by both UPLOADER and the Platform, and their respective successors and assigns.
12. I acknowledge that I have reviewed this Agreement in its entirety and understand its terms and, further, that I have had the opportunity to discuss this Agreement with my own counsel. This Agreement shall be deemed to have been jointly drafted by me and UPLOADER, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the parties hereto because such provision or any other provision of the Agreement as a whole is purportedly prepared or requested by such party.
13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
14. I agree and understand that I am solely responsible to comply with all applicable laws and regulations in my location as well as all laws and regulations applicable to my participation in the Content.
15. This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_. The parties irrevocably agree that the courts of \_\_\_\_\_ shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**CO-MODEL**

Read and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Per \_\_\_\_\_

**UPLOADER**

Read and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Per \_\_\_\_\_