

# CITIZEN STOCK LLC MODEL RELEASE

Shoot Date: \_\_\_\_\_ Model Release No.: \_\_\_\_\_

Photographer:  Sherrie Nickol and/or David Katzenstein

Signature: \_\_\_\_\_

Location of Shoot: (Region/City/State) \_\_\_\_\_

For good and valuable consideration I acknowledge as received, and by signing this release I grant as follows:

1. I irrevocably grant to Photographer and its licensees, successors, and assigns ("Photographer") the right to license and use the still or motion images taken of me including my picture, portrait and likeness (the "Images") in any and all media and for any use whatsoever (except illegal or pornographic), including without limitation, art, stock, advertising, trade and promotion, in perpetuity. If I should receive any print, digital file or other copy, I shall only use it for my own personal use and shall not authorize anyone else to use it. I agree and acknowledge that all rights to the Images are owned by "Photographer" including the right to copyright the Images.

2. I agree that no advertisement, product or other material need be submitted to me for any further approval and the Photographer shall be without liability to me for any distortion or illusionary effect or adverse result to me on account of the publication, distribution or broadcast of the Images. I agree that the Images may be combined with other material and may be cropped, altered or modified. I consent to the use of my name or a fictitious name, and consent to the publications of any of the ethnicities indicated below, but understand that other ethnicities may be associated with the Images by the Photographer for descriptive purposes.

3. I understand that my personal information will not be made publicly available but may be used as required or necessary directly in relation to the licensing of the Images and may be retained as long as necessary to fulfill this purpose, including by being shared with the licensees/assignees of the Photographer and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used.

4. I release, discharge and agree to hold harmless the Photographer and his/her licensees, successors, and assigns from any liability arising out of or in connection with the use of the content, including any and all claims for defamation and or and invasion of privacy or publicity.

5. I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization, release and agreement, prior to its execution, and that I am fully familiar with the contents thereof. This agreement shall be binding upon heirs, my successors, assigns, and me.

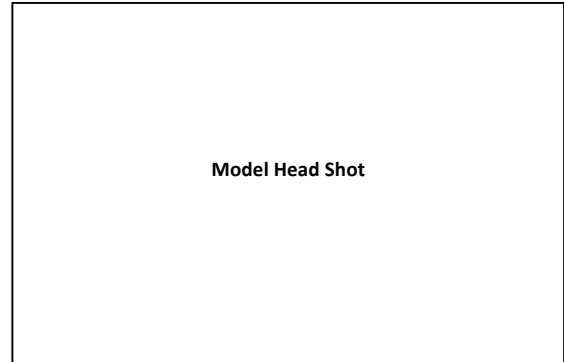
6. The Photographer intends to license all images to Citizen Stock, LLC ("Citizen Stock"). As a condition of such license the Photographer will require Citizen Stock to pay me a model commission equal to 10% of the net license fees actually received by Citizen Stock in connection with the commercial use of any Image, provided that I am recognizable in the end use of the Image. If more than one recognizable person appears in connection with the use of any Image, the royalty payment to me shall be apportioned on a pro rata basis between such recognizable persons. The term "net license fees" mean the monies actually received by Citizen Stock for licensing the Images for commercial use, after deducting commissions, fees or other charges paid to agents, subagents, joint ventures and/or partners, and less bad debt, collection, including attorney fees, foreign tax and currency conversion expenses.

7. Model agrees that Citizen Stock will deduct \$40 per calendar year from Model's commissions for administration fees. If Model's commissions in any year are less than \$40, Citizen Stock will retain the Model's entire commissions in satisfaction of that year's administration fee. Citizen Stock may increase the annual administration fee from time to time to reflect its actual administration costs.

8. All royalty payments will be made quarterly. If more than one recognizable person appears in connection with the use of any Image, the royalty payment shall be apportioned on a pro rata basis between such recognizable persons. Payment, if any, shall be sent to the address below unless Model instructs

Photographer in writing otherwise. Model acknowledges that he/she has read this release and has received a copy of this release.

9. I am an independent contractor and am not eligible for insurance or other benefits. I am solely responsible for my own taxes, insurance, benefits and costs and release Photographer from any, and all, liability for any physical injury arising from the Shoot.



### Model Information:

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

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

Date of Birth: \_\_\_\_\_ Gender: M: \_\_\_\_\_ F: \_\_\_\_\_

Model's Tax ID #/ Driver's License No: \_\_\_\_\_

Model's Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Model's Phone: \_\_\_\_\_

Model's E-Mail: \_\_\_\_\_

### If Model is not yet eighteen (18) years old, complete the following:

I, the undersigned, hereby warrant that I am the parent or legal guardian of the above named model, a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by the above release.

Parent Name or Legal Guardian: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Address (if different then above) \_\_\_\_\_

**Witness:** (Must be of legal age in country/region that release is signed. A person cannot witness his or her own release)

Witness Signature: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_

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

### Additional information to be completed by Model (Optional)

Ethnicity is requested for descriptive purposes only, serves to provide more accuracy in assigning search words.

Caucasian, White: \_\_\_\_\_ Hispanic; Latin: \_\_\_\_\_ Black: \_\_\_\_\_ Mixed Race: \_\_\_\_\_

African American: \_\_\_\_\_ Middle Eastern: \_\_\_\_\_ Pacific Islander: \_\_\_\_\_

Native American: \_\_\_\_\_ Asian: \_\_\_\_\_ (Circle each that applies) Chinese,

Indian, Japanese, Korean) Asian Other: \_\_\_\_\_ Other: \_\_\_\_\_