

Collaborative Project Agreement

General Information

- 1) This agreement is between Mark Edward Schermeister, hereinafter referred to as "Studio1761", and the signer of this collaborative agreement, hereinafter referred to as "Sally B. Adancing", collectively referred to as the "Parties", for the collaborative project hereinafter referred to as "Project 20-XX" detailed below.
- 2) Project Date: MM/DD/YYYY
- 3) Project Location: 231 Sw 192nd Terrace, Pembroke Pines, FL 33029
- 4) Both Sally B. Adancing and Studio1761 are willing participants in the activities described in this agreement. The parties agree to full cooperation and communication for the best possible result within the definition of this agreement.
- 5) This agreement contains the entire understanding between Studio1761 and Sally B. Adancing, and supersedes all prior and simultaneous agreements between the Parties regarding the date listed above.
- 6) The only way to add or change this agreement is to do so in writing, signed by all the Parties.
- 7) If the Parties waive one provision of this agreement, that does not mean that any other provision is also waived. All waivers must be in writing.

Project Description:

- 1) Studio1761 and Sally B. Adancing will plan and conduct the creation of photos for the following purposes:
- 2) Sally B. Adancing's self-promotion, the depiction of technical expertise, social media, branding, personal creativity, and other reasons as agreed upon.
- 3) Studio1761's use in stock photography, fine art, [with the express right to limit editions of prints and/or Non-Fungible Tokens (NFTs)], and/or any other use as listed in this document.
- 4) Guests of Sally B. Adancing may attend, but must be coordinated in advance, and not interfere with project. They may not take photographs of any kind (including cell phone) without the express written consent of Studio1761.
- 5) Sally B. Adancing agrees to treat the following with complete confidentiality:
 - The terms and conditions of this agreement
 - All artistic concepts created for the purposes of project
 - All technical techniques and methods utilized in project
 - Any description of project operation, either verbal or visual
 - Other than allowed in the "Valuable Consideration" section of this agreement, all images created in project
 - Any information provided by Studio1761 to Sally B. Adancing regarding its business and operations
 - All Behind-the-Scenes imagery taken before, during, and/or after project.
- 6) Studio1761 may consult with Sally B. Adancing regarding technical and artistic factors, but is the final authority for the final image selection and assignment.
- 7) Studio1761 reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within Studio1761's artistic standards, are age-appropriate, and represent the best interest of the physical well-being of the Sally B. Adancing.
- 8) All images selected for delivery to Sally B. Adancing will be edited at Studio1761's discretion.

Valuable Consideration to Sally B. Adancing:

- 1) Studio1761 will deliver the selected images to Sally B. Adancing in a reasonable amount of time, as valuable consideration. Sally B. Adancing agrees that the agreement is for edited

photographs delivered to Sally B. Adancing in the quantity and format described as follows:
Digital and/or print images, minimum ____.

- 2) Studio1761 grants Sally B. Adancing the right to publish the images delivered in any media for purposes related to self-promotion, including but not limited to advertising, portfolios, composite cards, exhibitions, contests, social media, and promotional internet web sites with the following restrictions:
 - Sally B. Adancing must always publish Studio1761's copyright and/or watermark notice every time and anytime the photographs are published.
 - Any watermark and copyright notice that appear as part of a photo must be left intact.
 - The photographs are to be published "as is" that is, without distortion or changing the photographs' original appearance, with the exception of blemishes and other similar minor touch-ups.
 - Sally B. Adancing specifically agrees to not edit these photos in any way or apply any filters or presets from any program or social media to the images without written permission from Studio1761. This includes screen captures of the images.
 - Sally B. Adancing may not sell publication rights in any or all of the photos without Studio1761's prior written consent and transference.

Studio1761 Valuable Consideration:

- 1) Studio1761 retains the copyright to all images created during project.
- 2) The images created by Studio1761 remain the legal property of Studio1761.
- 3) Studio1761 is specifically granted permission to use any images created under this agreement for professional samples, displays, internet website pages, advertising, exhibitions, contests, and *any other purpose* including, but not limited to stock, microstock, commercial, editorial, promotional, portfolio, NFTs, and fine art.
- 4) Sally B. Adancing, in exchange for photographs of, does hereby irrevocably authorize Studio1761, and those acting with Studio1761's permission, to use photographs taken by Studio1761 during the activities described in this agreement and derivative works based thereupon (collectively hereafter the "photos") for all lawful purposes subject to the terms and conditions described herein.

Changes:

1. Studio1761 must be notified as soon as possible of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes may be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be sent back by Studio1761 in writing or via email.
2. Both parties understand that unforeseen events occur and may cause cancellation of participation by either party. Both agree to notify the other as soon as practicable upon determination that this might occur. If a phone call is used to communicate a change, it must be confirmed in writing.

Liability Limitations:

1. Studio1761 owns and secures high quality cameras, equipment, memory cards, and computers to photograph and process images; however, malfunctions can occur through circumstances beyond control.
2. Studio1761 is not accountable or liable for any images lost or damaged including but not limited to equipment malfunction, natural disasters, technical errors, or computer malfunctions etc.

3. Sally B. Adancing agrees to indemnify and hold harmless Studio1761 for any liability, damage, or loss related to technological failure, including data loss.
4. Sally B. Adancing understands and agrees that Studio1761 is not required to maintain copies of the photos from this shoot one year after the photos have been delivered to the Sally B. Adancing.
5. Sally B. Adancing understands that participation and/or involvement in the photographic shoot carries with it the potential for certain risks, some of which may not be reasonably foreseeable. Sally B. Adancing acknowledges that these risks could cause harm, including, but not limited to, bodily injury, damage to property, emotional distress, or death.
6. Sally B. Adancing agrees to release, indemnify, and hold Studio1761 harmless, as well as all its employees, agents, representatives, successors, etc. from all losses, claims, theft, demands, liabilities, causes of action, or expenses, known or unknown, arising from participation in the activities described in this agreement.
7. Studio1761 is not responsible for damage to any item of Sally B. Adancing's wardrobe or personal belongings.
8. Studio1761 is not responsible for photographs not taken or missed, lack of coverage resulting from weather conditions, but not limited to equipment malfunctions, local restrictions, or other unforeseen circumstances.
9. Sally B. Adancing hereby releases and agrees to hold harmless Studio1761 and those acting under his permission, from any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, unless it can be clearly shown that the foregoing was maliciously caused, and produced, and published solely for the purpose of subjecting Sally B. Adancing to conspicuous ridicule, scandal, reproach, scorn, and indignity.
10. Sally B. Adancing agrees to communicate any physical limit or condition (either pre-existing or subsequent) that could in any way be exacerbated by participation in project. Studio1761 places the highest priority on ensuring the safety of all participants, but needs to be aware of any and all issues that could in any way be detrimental to the participant's well-being.

Force Majeure

1. If Studio1761 or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then Studio1761 shall return any monies paid by Sally B. Adancing, less retainer fee and expenses, but shall have no further liability with respect to the Agreement.
2. This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of Studio1761.

Signatures:

The Parties acknowledge that they have received, read, understand, and agree to the terms and conditions of this agreement.

Sally B. Adancing's signature

Studio1761's signature

Signature of Sally B. Adancing's parent or guardian,
if under 18 years of age

Date

Witness
Date

To be signed after the project is completed:

I, Sally B. Adancing, hereby affirm that all poses, positions and situations enacted in the photos covered in this release were entered into without force, coercion, or threat whatsoever, and were posed freely by myself with my full consent. I further agree to hold blameless and free of all accusation of such force or coercion Studio1761, its legal representatives, assigns, and those acting under its permission.

Model's signature

Date

Signature of Model's parent or guardian,
if model is under 18 years of age

Witness

I, Sally B. Adancing hereby affirms that my date of birth is _____ and that I am fully able to contract in my own name without breach of any prior agreement or applicable law, including but not limited to prior agreements with modeling and talent agencies.

Additional Model Release:

For valuable consideration received, I grant to Studio1761/Mark Edward Schermeister (Photographer) the absolute and irrevocable right and unrestricted permission concerning any photographs that she has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she so chooses.

I release and discharge Photographer from any and all claims and demands that may arise out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy.

This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom she took the photographs.

I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

I have read the foregoing prior to its execution and I am fully familiar with and agree to the contents thereof.

Model's signature _____

Date: _____

Model's address: _____

City: _____ postal code: _____

Phone: _____ email: _____

Studio1761's signature: _____

Date: _____

Studio1761's address: 231 Sw 192nd Terrace, Pembroke Pines, FL 33029

Phone: (954) 494-0533 email: mark.studio1761@gmail.com

Definitions:

“ASSIGNS” means a person or any company to whom Studio1761/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.

“CONTENT” means all photographs, film, audio, or other recording, still or moving, taken of me as part of the Shoot.

“MEDIA” means all media including digital, electronic, print, television, film, radio and other media now known or to be invented.

“MODEL” means me and includes my appearance, likeness and voice.

“PARENT” means the parent and/or legal guardian of the Model. Parent and Model are referred to together as “I” and “me” in this release, as the context dictates.

“STUDIO1761 / FILMMAKER” means Studio1761, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.

“SHOOT” means the photographic, film or recording session described in this form.

Signed _____ Witness
_____ Date _____

I am the parent or legal guardian of the above mentioned minor and have the legal right and authority to execute the above release on behalf of the minor.

Signed _____ Witness
_____ Date _____