



Aspiring Model Program Agreement

October 30, 2019

Appeal Photography, LLC
Document Sender : David Guggenheim
Signer: David Guggenheim



Aspiring Model Program Agreement

Aspiring Model Agreement v2019.10A

This agreement (the "Agreement") is made and entered into as of April 29, 2026 (the "Effective Date") between the "COMPANY," existing under the laws of the District of Columbia and the "MODEL" (collectively, the "PARTIES").

WHEREAS, the COMPANY's Aspiring Model Program (the "PROGRAM") is intended to help aspiring models by providing photography and other services and advice in return for modeling time by the MODEL,

WHEREAS, the COMPANY and MODEL desire to enter into an agreement, which will define respective rights and duties as to all services to be performed,

WHEREAS, the MODEL affirms that she understands all of the provisions contained in this Agreement, and in the case that he or she requires clarification as to one or more of the provisions contained herein, she has requested clarification or otherwise sought legal guidance,

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the PARTIES hereto agree as follows:

1.0 Services by MODEL. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the MODEL shall provide the COMPANY with the following services, without limitation:

1.1 MODEL shall provide modeling services, in collaboration with COMPANY photographer, including but not limited to the following genres: (Check the genres you are interested in)

- Glamour/Pin-Up Photography
- Lingerie and Swimsuit Photography
- Traditional Boudoir Photography
- Fine Art Nude Photography
- Nude in Nature Photography
- Contemporary Erotic Photography
- Alternative Modeling/Tattoo Art/SuicideGirlsTM Photography
- Bridal Boudoir Photography
- Couples Boudoir Photography

Enter Other Genre(s) Not Listed Above

1.2 For the duration of this agreement, MODEL agrees to give COMPANY permission to license the CONTENT (photographs, film, audio, or other recording, still or moving, taken of MODEL as part of each photo shoot) and to use the CONTENT in media for any purpose (except pornographic or defamatory or as limited below in sections 1.3 and 1.4) which may include, among others, advertising, promotion, marketing and packaging for any product or service. MODEL agrees to sign a release for each photo shoot detailing these permissions.

1.3 For the duration of this agreement, MODEL agrees to give COMPANY permission to license the CONTENT meeting the following criteria (check all that apply):



- All imagery, including images where MODEL is fully nude
- All imagery, including images where MODEL is fully nude where face is cropped or obscured*
- Imagery where MODEL is "implied nude"
- Imagery where MODEL is wearing lingerie, swimwear or other clothing

Optional: Enter additional imagery criteria

** In such cases, MODEL's face is not shown or is otherwise partially/completely cropped out of image and/or significantly obscured as to prevent MODEL from being identified by MODEL's facial features.*

***Implied nude is an image in which the MODEL appears to be, but may or may not actually be, fully or partially nude. If the MODEL is, in fact, fully or partially nude, the final imagery will ensure that nipples and genitals are covered/concealed, either through posing, lighting or post-production effects.*

1.4 For the duration of this agreement, MODEL agrees to give COMPANY permission to post imagery on social media sites, such as Instagram and Facebook, meeting the criteria of the respective social media sites and subject to MODEL's additional criteria, if any, as indicated below.

Optional: Enter criteria of imagery you do not wish to be posted on social media sites.

1.5 For each photo shoot, MODEL will complete a model release, customized to the Aspiring Models Program. A copy of the Agreement can be found at the following URL:

<https://www.appealphotography.com/model-release-aspiring-model-program/> (The criteria indicated by MODEL in 1.3 above may be modified in the model release by mutual written agreement by the MODEL and COMPANY.)

1.6 Model agrees to work with COMPANY to schedule appointments at mutually convenient times and locations. In cases where studio time has been arranged, MODEL agrees to provide 24 hours' notice in the event of a cancellation for weekday bookings. For weekend bookings, MODEL agrees to provide notice no later than the Tuesday prior to the weekend booking. MODEL agrees to arrive on time and prepared for photo session as instructed by COMPANY.

2.0 Services by COMPANY. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the COMPANY shall provide MODEL with the following services, without limitation:

2.1 COMPANY will provide, at no cost to the MODEL, digital, edited images from each of MODEL's photo shoots with COMPANY with a nonexclusive license in perpetuity to use the photos as MODEL wishes, including but not limited to use in their modeling portfolio, as part of a profile on modeling or social media websites, on their own web site, etc. COMPANY reserves the right to transfer to model only those photographs it deems of sufficient quality. Unless otherwise requested by the MODEL, all photos will bear the watermark of the COMPANY.

2.2 COMPANY will feature MODEL prominently as one of its "Aspiring Models" on its website, AppealPhotography.com.

2.3 COMPANY will feature select photographs of MODEL under COMPANY's profile on various modeling sites, such as ModelMayhem.com.

2.4 COMPANY will feature select photographs of MODEL on social media sites, such as Instagram and Facebook, to help bring publicity to MODEL (as limited under 1.4 above).

2.5 COMPANY will submit select photographs of MODEL to various photo competitions to help bring publicity to MODEL.

2.6 If MODEL performs satisfactorily, Company will feature MODEL prominently as one of its "Featured Models"



on its website, AppealPhotography.com.

2.7 COMPANY will assist MODEL in assembling her portfolio for online modeling sites, such as ModelMayhem.com, and social media sites, such as Facebook, and will provide assistance in composing profile(s). COMPANY will provide advice on best practices and effective marketing, advertising, and safety in using these sites.

2.8 COMPANY will assist MODEL in setting up her own web site, containing her profile, portfolio, links to online modeling/social media sites, and a contact form. COMPANY will host the site and cover associated costs for a period of at least one year following the site's creation.

2.9 COMPANY will provide advice and guidance about different modeling genres and for presenting a strong appearance in front of the camera. (Please note limitations in sections 9.3 and 9.4.)

2.10 If MODEL performs satisfactorily, Company will refer MODEL to photographers and modeling agencies for possible work and may invite MODEL to participate in special projects, such as photography workshops, commercial client shoots, such as fashion shoots, etc. (Please note limitations in section 9.4.)

2.11 For SuicideGirls™ “Hopeful Sets,” or “SG Sets,” Company agrees, to the extent possible, to follow the guidelines set forth in the SuicideGirls™ “Photography Guide” and “Model Guide.” Company also agrees to complete the SuicideGirls™ “Photographer Release Form” as it appears on the Effective Date of this agreement. Company will assist Model with transfer of photo set to in SuicideGirls™.

2.12 Company will refer to MODEL by the following stage name/pseudonym on its website, other websites, social media, and any publications containing the MODEL’s likeness:

Your Stage Name

2.13 Other Services:

If Applicable, Enter Additional Services to be Provided by COMPANY, Not Listed Above

3.0 MODEL Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the MODEL makes the following representations and warranties.

3.1 That she is fully authorized and empowered to enter into this Agreement, and that her performance of the obligations under this Agreement will not violate any agreement between the MODEL and any other person, firm or organization or any law or governmental regulation.

3.2 That she is eighteen (18) years of age or older and not incapacitated at the time of the Agreement.

3.3 That she will notify the COMPANY of any change(s) to the MODEL’s schedule that could adversely affect the availability of the MODEL, whether known or unknown at the time of this Agreement, no later than two (2) weeks prior to such change(s). If the MODEL becomes aware of such change(s) within the two (2) week period, the MODEL shall promptly notify the COMPANY of such change(s) within a reasonable amount of time.

3.4 That she will bear all expenses incurred in the performance of this agreement, unless otherwise expressly authorized in writing by the COMPANY. (COMPANY will bear expenses for studio bookings, photographic equipment, software and data services, non-local travel, etc.)

4.0 COMPANY Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the COMPANY makes the following representations and warranties.



4.1 That it is full authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the COMPANY and any other person, firm or organization or any law or governmental regulation.

4.2 That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

5.0 **Compensation.** Unless otherwise agreed upon, the MODEL will receive no financial compensation for the services listed in section 1.0 above. MODEL will receive in-kind compensation from the COMPANY as listed in 1.1 above. In cases where COMPANY finds commercial work from a third-party entity for the MODEL (section 2.10), MODEL may receive compensation as negotiated between COMPANY and the third-party entity.

6.0 Independent Model Status.

6.1 The MODEL is independent of COMPANY. Nothing is contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

6.2 The MODEL shall have no authority to act as agent for, or on behalf of, the COMPANY, or to represent the COMPANY, or bind the COMPANY in any manner.

6.3 The MODEL shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the COMPANY.

7.0 Confidential Information.

7.1 The MODEL shall not, during the time of rendering services to the COMPANY or thereafter, disclose to anyone other than persons designated by the COMPANY or use for the benefit of the MODEL or for any entity other than the COMPANY, any information of a confidential nature, including but not limited to information relating to COMPANY clients; any such materials or intellectual property; any of the COMPANY projects or programs; the technical, commercial or any other affairs of the COMPANY; or, any confidential information which the COMPANY has received from a third party.

8.0 Intellectual Property. Any materials developed by the COMPANY, making use of any content created by the MODEL shall be considered "work made for hire" and remain the sole property of the COMPANY subject to all applicable laws and/or statutes.

9.0 Liability.

9.1 The COMPANY shall not be responsible for any costs incurred by the MODEL, including, without limitation, any or all fees and expenses, unless previously agreed to in writing.

9.2 The MODEL shall perform the services set out in this Agreement at his or her own risk.

9.3 The MODEL understands and hereby acknowledges that the COMPANY is not a modeling agency and therefore can provide only advice and guidance from a photographic perspective on how to model, including posing, wardrobe, makeup. Nor can COMPANY provide anything but basic modeling career advice.

9.4 The MODEL understands and hereby acknowledges that participation in this program in no way guarantees she will obtain modeling engagements and/or opportunities in the future as result of the services provided by the COMPANY.

9.5 Except with respect to the PARTIES' indemnification obligations neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability and other torts.

10.0 Disclaimer of Warranty.

10.1 The warranties contained herein are the only warranties made by the PARTIES hereunder. Each PARTY



makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and fitness for a particular purpose, titled and non-infringement. COMPANY does not provide any warranty that operation of any services hereunder will be uninterrupted or error-free.

11.0 Indemnification.

11.1 The MODEL agrees to indemnify and hold harmless the COMPANY, its affiliated, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the MODEL's services under this Agreement. The provision shall survive the duration of this Agreement.

11.2 The MODEL agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Model's services under this Agreement, unless expressly stated otherwise by the COMPANY, in writing.

12.0 Duration, Scope and Severability.

12.1 This Agreement shall take effect immediately and shall remain in full force and effect indefinitely, or until terminated pursuant to Section 11 of this Agreement.

12.2 The COMPANY may terminate this Agreement for any reason upon forty-eight (48) hours' notice to the MODEL. Either party may terminate this Agreement for cause immediately upon notice to the breaching party. Termination of this Agreement does not apply retroactively. Thus, any permissions for use of imagery for which MODEL has granted permission to COMPANY under this agreement up to and including the date of termination remain in effect in perpetuity unless otherwise agreed to by both parties in writing.

12.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the PARTIES with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations and understandings of any kind, whether written or oral, between the PARTIES, preceding the date of this Agreement.

12.4 This Agreement may be amended only by written agreement duly executed by an authorized representative of each PARTY.

12.5 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the PARTIES' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

12.6 No modifications to this Agreement shall be binding upon the COMPANY without the express, written consent of the COMPANY.

12.7 This Agreement shall not be assigned by either party without the express consent of the other party.

13.0 Governing Law and Jurisdiction.

13.1 This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either PARTY arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the District of Columbia. Each PARTY hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the District of Columbia.

14.0 Waiver of Rights.

14.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the PARTIES, intending to be legally bound, have each executed this Agreement as of the Effective Date.



COMPANY INFORMATION

Appeal Photography, LLC
1921 Florida Avenue, NW #53090
Washington, DC 20009
Phone: +1 (202) 930-2299

MODEL INFORMATION

[noencode]

Address Line 1
Address Line 2
City
State
ZIP/Postal Code
Phone
Email

[/noencode]

X

X *David Guggenheim*

Signed By David Guggenheim
Signed On: October 30, 2019



Signature Certificate

Document name: Aspiring Model Program Agreement

Unique Document ID: DBAEE0CCE6627F41E1F9FAB07ED93232C60AA26E

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

July 22, 2016 1:44 pm EDT

Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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