

# FotoAparat

142 Lodi St Lodi WI 53555 :: 608-345-4851 :: blaze@fotoaparat.org  
M B l a z e M i s k u l i n

## Information and Explanations

Thank you for your interest in collaborating with me for a photo shoot. As we have not worked together previously, this cover sheet will serve to answer some of the more common questions and give some information which you may find useful and/or important.

**Contract/Model Release:** Attached to this cover sheet you will find a copy of my current contract. It's written in plain English and should be rather clear. Please read through it prior to the shoot. If you have any questions, please feel free to ask.

**Location:** Most shoots take place in the attic studio in my home (the address is listed at the top of this page). It is a small room which may be somewhat cold in the winter, and is almost always quite warm in the summer. Please be aware of this. A separate room is available for storing wardrobe, changing, applying makeup, etc. The house includes 2 cats. If you have allergies or other conditions which prevent you from being around animals, please let me know.

**Escorts:** I allow models to bring an escort if they feel that one is necessary. The escort will be asked to sit outside the studio space. The door is always open and the full room is within sight. This requirement is purely for practical reasons: the studio space is small, and any extra bodies in the space are almost certain to get in the way. Please be aware that the behavior of the escort is your responsibility. If the escort is disruptive, I will end the shoot and send you home. If this happens, you will receive none of the images from the shoot.

If you're a member of Model Mayhem, please feel free to contact any of the models listed in my profile credits for references.

**Attendance:** I will generally contact you a few days prior to the scheduled shoot to confirm that it's still on. This is just a courtesy. If we have agreed upon a time and place for the shoot, I expect that you will be there. If you can't—or if there's a possibility that you may be late or unable to attend—I expect you to let me know ahead of time. Even a few hours notice, in the case of emergencies or illness, is sufficient. This allows me to go on to other projects instead of waiting around the house. My phone number and e-mail are at the top of this page.

**Preparation & Participation:** My style of shooting is different than most photographers. I want you to show up for the shoot **without any make-up**. Bring along your make-up kit so that we can discuss what—if any—may be needed. It is quite likely that you will not be wearing any at all.

The majority of my shoots are non-posed. I consider a model to be a major contributor to the collaborative process; a good model knows how to move, look, and express herself. Rather than setting up a pose, I prefer to “capture moments”. This means that I'll expect you to do a lot of creative work, while I run all over the place trying to catch just the right angle or look. Expect to hear me yelling “Stop!” and “Stop looking at me!” quite a bit. Please don't be offended. The former means that you're in a perfect pose and I want to capture it (possibly from many angles) and the latter is a stylistic choice (I don't want the model to acknowledge the camera).

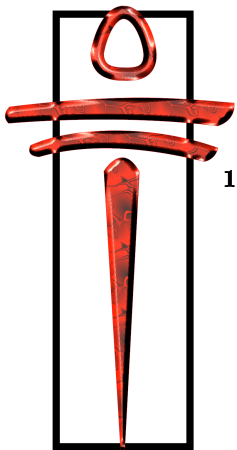
**Adult Content:** “Adult” images (those involving nudity, eroticism, fetish or bondage imagery) will only be included if we have discussed them prior to the shoot. During such shoots, I rely on you to let me know if you're feeling uncomfortable (either physically or emotionally). If, during *any* shoot with me, you feel uncomfortable with what's happening, *please* tell me. I will stop. I am very concerned about the safety and comfort of my models.

I may request proof of age, and take a photograph of your ID for my records; please don't take offense at this, I'm just doing this to protect myself.

**After the Shoot:** After the shoot is over, I normally cook a meal. This allows us to look through the images from the shoot while we're eating. Please let me know if you have any dietary restrictions of which I should be aware. I can cook within most restrictions (vegetarian, vegan, non-spicy, no nuts, etc.). I'm sorry, but I'm not able to make strict kosher meals (my kitchen doesn't qualify).

**Images:** It generally takes me about 2 weeks to sort through the images, select the best ones, edit and/or modify them. Occasionally it takes a little longer. If that happens to be the case, I will let you know. The images will be mailed to you on CDs or DVDs. You'll get full-res copies of the “Release” images (see contract) in .jpg format. You'll get both full-res copies of the “Show” images, as well as low-res copies for uploading (maximum dimension 800 pixels). These will also be in .jpg format.

If you have any questions or concerns about either the contract or the information presented on this page, please let me know. I am very accommodating.



# FotoAparat

142 Lodi St Lodi WI 53555 :: 608-345-4851 :: blaze@fotoaparat.org  
M Blaze Miskulin

## Contract Between Model and Photographer

The following contract lays out, in simple terms, the rights and responsibilities of the Model and the Photographer. This document is written in “common” language, but is a legal document. An expectation of “good faith” is placed upon both the Model and the Photographer to abide by the intent of this contract. In the event of contest, the Photographer retains all rights not explicitly granted to the Model.

This contract may be modified on a per-incident basis, and will be considered completely valid as long as both the Model and Photographer initial their approval of the changes. Models are, within this document, referred to by the pronoun “she”. This is simply a concession to the gender of the majority and, in no way, excludes other genders from the terms of this agreement.

- 1. Compensation.** This session is being shot under a “Time for CD” (TfCD) agreement. Neither the Model nor the Photographer are getting paid. The model will receive a copy of every photo which the Photographer considers to be “acceptable for Release”. The photos will be delivered on a CD or DVD in .jpg format at highest resolution with no compression. The Photographer has the final say on which photos are considered to be “acceptable for Release”. The Photographer may keep copies of any “unacceptable” photos. If any of these are released later, he must provide a copy to the Model.
- 2. Expenses.** If agreed upon ahead of time, the Photographer may choose to pay reasonable travel expenses to the Model. Any such payments may be written on the back of this contract and initialed by both the Model and the Photographer.
- 3. Final Photographs.** Out of the pool of “Release” photographs, the Photographer will select, and modify at his will, a number of images. These will be considered to be “Show” photographs, and shall not be modified by the Model, except as noted in section 4.
- 4. Modifications.** The Photographer is allowed to manipulate or modify the photos in any way he sees fit in order to produce a better quality result. Neither the Photographer nor the Model may manipulate or modify the photos in any way which would grossly or maliciously misrepresent either the Model, the Photographer, or the situation in which the photos were taken. Within these constraints, the Model is granted permission and rights to modify the “Release” photos in any way she sees fit. The Model may make only small modifications to the “Show” photos (such as cropping, resizing, or grayscaleing) in order to fit within constraints required to accurately reproduce the image, so long as the overall “idea” of the photo is not significantly changed.
- 5. Copyright.** The Photographer retains the copyright to all photos taken during the session. He reserves the right—amongst others—to use, display, publish, and sell any of the photographs in their original or modified state, subject to the terms listed below. The Photographer also reserves the right to release under GPL, Creative Commons, or other “copyleft” licenses, up to 25% of the photos from any shoot for use without compensation or credit to either the Photographer or Model. The Model is granted the right to create and publish derivative works from any of the “Release” images which she is given. The sale of such images is subject to section 7.
- 6. Use.** Both the Model and the Photographer may use any of the photographs deemed “acceptable for release” in any way they choose, so long as that use does not actively go against the interests of the other person. As the copyright owner, the Photographer gets final say as to what is acceptable use of any photographs. He will, however, respect any reasonable objections to their use.
- 7. Royalties.** If either the Model or the Photographer sells, leases, or otherwise provides for compensation, any of the photographs (or parts thereof), the other party is entitled to a 25% royalty, based on the net income. It’s the responsibility of the person making the money to notify the other person of this use and, if possible, obtain permission in advance. Either person has the authority to veto the sale, licensing, etc. of the photo if it’s being used to endorse a product which that person finds objectionable. In the event that there is more than 1 Model, all parties other than the selling party shall equally split the 25% royalty.
- 8. Credit.** For any public display or use of the photos—including print, web, or other media—(excluding “copyleft” releases as mentioned in section 5), both the Model and the Photographer will be listed with prominent, legible, and accurate credits.
- 9. Exclusion.** The Photographer **will not** do any work with a Model who has an active contract with Suicide Girls or any of their affiliates. The Photographer **will not** do any work with a Model who has signed any form of exclusive or non-compete contract with any agency or entity. It is the responsibility of the Model to inform the Photographer of any such contracts. The Model assumes **full legal and fiscal responsibility** for any disputes which may arise from such situations.

The Photographer: **M Blaze Miskulin** Signature \_\_\_\_\_ Date \_\_\_\_\_

The Model: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(printed name)