

## MODEL RELEASE AND AGREEMENT

THIS MODEL RELEASE AND AGREEMENT ("Agreements") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_mm, 201\_\_\_\_, by and between Arno Maratti and the undersigned model having a residence set forth below her signature (hereinafter ( ) referred to as "Model") (collectively, the "Parties").

### WITNESSETH:

WHEREAS, Arno Maratti has undertaken the design and development of an adult-oriented website ("website"); and

WHEREAS, photographs, including nude and semi-nude photographs of Model, will comprise a significant portion of the web site content; and

WHEREAS, Model is willing to create exclusive photographic content ("Photos") for arno Maratti under a "work made for hire" arrangement as that term is defined by the United States Copyright Laws; and

WHEREAS, Model understands that arno Maratti intends to own all world-wide intellectual property rights (copyright, trademark, service mark, patents, common-law ) in and to the web site, all of the photos taken of the Model, and any and all other content created for Arno Maratti for use on the web site or for any other Arno Maratti purposes;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. **WORK FOR HIRE:** Model agrees to create Photos and understands that those Photos are being created under the direction and control of Arno Maratti, and agrees that the Photos shall be deemed a work made for hire by an independent contractor under the United States Copyright Laws (17 U.S.C. 101, et seq.) and, by virtue of this agreement, are the sole property of Arno Maratti free and clear from all claims of any nature relating to Model's contributions and other efforts, including the right to copyright or obtain trade and service marks upon the work in the name of Arno Maratti as author and proprietor thereof and any termination rights thereto. Model understands and agrees that Arno Maratti owns all right, title, and interest in the Photos and has the right to register all copy, trade and service mark rights therein in its own name as author in the United States of America and in all foreign countries.

2. **MODEL COMPENSATION:** Arno Maratti shall pay Model the compensation set forth in Attachment A for her services in the creation of the Photos.

3. **ARNO MARATTI TO CONTROL PHOTOS:** Model agrees that Arno Maratti has the right to supervise and control direct the creation of the Photos. Arno Maratti has the exclusive right to use (or not use) the Photos, any part or parts thereof, as it sees fit. Arno Maratti may alter the Photos, add to, or combine same with any other Photos, drawings, or effects at its sole discretion. Model understands that the Photos may be displayed, on the Arno Maratti website, the Internet and further displayed, distributed and digitized for use under all existing medium and any and all media yet to be created.

4. **ASSIGNMENT OF ALL RIGHTS TO Arno Maratti:** The Parties agree that Arno Maratti

shall have full ownership of the Photos with no rights of ownership in Model. Model agrees that in the event this Agreement is determined by a court, not to be a work for hire agreement under the federal copyright laws, this Agreement shall operate as an irrevocable assignment by Model to arno Maratti of the copy, trade and service mark rights to the Photos, including all rights thereunder, in perpetuity. Under this irrevocable assignment, Model hereby assigns to arno Maratti the sole and exclusive right, title, and interest in and to the Photos, without further consideration, and agrees to assist Arno Maratti in registering and from time to time enforcing, at Arno Maratti expense, all copyrights and other rights and protections relating to the Photos in any and all countries.

5. RELEASE: Model hereby releases, remises, quitclaims, and forever discharges the Arno Maratti, its officers, directors, shareholders, employees, agents, partners, attorneys, affiliates, successors and assigns from all actions, claims for relief, causes of action, suits, debts, dues, sums of money, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespass, damages, judgments, extents, executions, claims, liens, and demands whatsoever, in law, admiralty, or equity which Model ever had, now has, or hereafter can, shall, or may have against Arno Maratti, by reason of the this Agreement. Model further understands and agrees that this Agreement is given in connection with the creation of Photos and the timely delivery of the compensation called for hereunder. This Agreement is absolute and unconditional and contains the entire agreement between the Parties. This Agreement may not be changed or otherwise modified in any way without a writing signed by all Parties. All understandings and agreements between Parties are merged into this Agreement. Parties are not relying on any statement, representation, warranty, or other promise, express or implied, oral or written, in fact or in law, made by Arno Maratti or other person, except as stated herein.

6. MODEL REPRESENTATIONS AND WARRANTIES: Model represents that: she is over the age of 21; is competent to enter into this Agreement and create the Photos. Model further states that she has carefully read this Agreement, has had the opportunity to have this Agreement reviewed by counsel of her choosing, knows and understands the contents hereof and signs this Agreement as her own free act. Model represents that she has not modeled for any other online web site and agrees hereafter not to model for any other online web site. Model acknowledges that Arno Maratti shall have the exclusive rights to Models's likeness for online purposes.

This Agreement is executed by the Parties hereto in the State of California.

Arno Maratti

MODEL:

By:

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Arno Maratti

By:

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Print Name:

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Address:

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Tel:

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Proof of Age:

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Date:

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Date:

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