

Model Agreement

Between

Your Name: _____ **(Hereafter Model)**

and

Cosplay Deviants, LLC (Hereafter Cosplay Deviants)

Date ____/____/____

Model is an individual who agrees to be photographed by contracted photographers (who have been approved by Cosplay Deviants) for the purpose of submission and potential use on CosplayDeviants.com.

Cosplay Deviants owns and operates CosplayDeviants.com - an adult website that features photographs of models (in various levels of undress) portraying anime, fantasy and science fiction style characters.

SECTION I: CONFIDENTIALITY AGREEMENT

All information contained within this document is proprietary to Cosplay Deviants, LLC. Without prior written consent of Cosplay Deviants, except to the extent required by an order of a court having competent jurisdiction, or under subpoena from a governmental body or agency, Model shall not disclose any trade secrets, proprietary information, customer lists, information regarding product development, marketing plans, financial records, or other financial, commercial, business, or technical information or records relating to Cosplay Deviants, including but not limited to the terms of this agreement (collectively, "Confidential Information"), to any third person, unless such Confidential Information has been previously disclosed to the public by Cosplay Deviants or is in the public domain (other than by reason of Model's breach of this Agreement or by a third party's violation of its obligation of confidentiality).

SECTION II: ASSIGNMENT

Model agrees to grant the following:

- a.)** For the images captured during a Cosplay Deviants sanctioned photo shoot: the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of Model or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b.)** Permission the use of any printed material or electronic media in connection therewith.
- c.)** Model relinquishes any right that he/she may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

d.) Model releases, discharge and agrees to save harmless Cosplay Deviants, company affiliates, legal representatives or assigns, and all persons functioning under Cosplay Deviants permission or authority, or those for whom Cosplay Deviants is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

e.) Without reservation or limitation, Model hereby irrevocably transfers, sells, assigns, delivers and conveys to Cosplay Deviants all rights, title and interest in and to the Photos as of the moment of the Photos creation and all rights, title and interest in and to the Photos in any format (e.g., paper or electronic) and all corresponding negatives or other component parts, whether or not delivered to Cosplay Deviants. Model also grants Cosplay Deviants its affiliates, agents, successors, licensees and assigns a worldwide, perpetual, royalty-free, irrevocable, fully paid up right and license to use Model's name in connection with any Photos. No rights of any kind are reserved to or by Model or shall revert to Model who expressly waives any rights of attribution or integrity.

SECTION II: ASSIGNMENT (Continued)

In the event that Cosplay Deviants **DOES NOT** approve the submitted photographs for use on CosplayDeviants.com, all rights to the photographs are returned to Model with all copies held by CosplayDeviants (digital or otherwise) being deleted/destroyed.

SECTION III: COMPENSATION

Once a submitted set of photographs or video is approved AND after said set is posted on CosplayDeviants.com, Model will be due to the following compensation within 60 days of set acceptance:

- **\$400.00** will be paid for a complete set of photographs that feature the same model(s) in the same costume/theme. A complete set will consist of no less than sixty (60) photographs.
- **\$400.00** will be paid for a complete video with at least 5 minutes of usable footage..

In the event that Cosplay Deviants **DOES NOT** approve the submitted photographs / video for use on CosplayDeviants.com, no compensation will be paid to Model with all copies held by CosplayDeviants (digital or otherwise) being deleted/destroyed.

The signing of this contract does not constitute approval of photography sets for payment.

SECTION IV: REPRESENTATIONS & WARRANTIES

Model represents and warrants that:

- Model solely created the Photos;
- Model has good and valid title to the Photos, free and clear of all liens, claims, charges, claims of co-ownership, claims of infringement, restrictions and encumbrances;
- All clearances, releases, permits and consents necessary for Cosplay Deviants' use of the Photos have been obtained and that the use of any Photos does not (and will not) infringe, misappropriate or otherwise violate the rights of any person or entity;
- Model has (and will) complied with all applicable international, federal, state, and local laws, regulations and rules (including, without limitation, obtaining and retaining such documentation from any person depicted in any Photos as is required by such laws, rules or regulations to verify such person's identity, age and consent to be included in the Photos) and that all Photos comply with such laws, rules and regulations.

SECTION V: EXCLUSIVITY & NON-COMPETE

Due to the unique nature of the Cosplay Deviants web site and business, Model agrees that without prior written consent from Cosplay Deviants, Model will not directly or indirectly: (i) sell or otherwise provide Internet, photographic, video, film, audio, text, design, artistic or other creative content to any "Cosplay Deviants Competitor" specified as a person or company who produces and / or distributes cosplay themed adult material; or (ii) own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, member, principal, agent, representative, consultant or otherwise, to any "Cosplay Deviants Competitor".

SECTION V: EXCLUSIVITY & NON-COMPETE (Continued)

"Cosplay Deviants Competitor" means any person, entity or organization other than Cosplay Deviants that competes with Cosplay Deviants, including but not limited to any person, entity or organization that creates, develops, manufactures, produces, distributes, markets, licenses or sells events, products or services that compete with Cosplay Deviants.

Once a set is published on CosplayDeviants.com, photographs from the set become the exclusive property of Cosplay Deviants. At that point Model is forbidden from use of the photographs in any way, shape or form including (but not limited to) publication on another website and/or the sale of prints of the photographs.

Model understands that breach of this contract is actionable by Cosplay Deviants in order to recoup lost revenue and projected losses (to be deemed by Cosplay Deviants.)

Model agrees for at least two years following the completion of this contract to not seek out or accept employment nor provide any official counsel to a Cosplay Deviants Competitor.

SECTION VI: NON-SOLICITATION

Model agrees that for two (2) years after the full execution of this Agreement, Model will not hire (as an employee, agent or consultant) any employee, advisor or consultant of Cosplay Deviants or directly or indirectly seek to persuade any employee, advisor or consultant of Cosplay Deviants to discontinue his or her relationship with Cosplay Deviants or to become involved with any business which is a Cosplay Deviants Competitor, nor will Model assist anyone else to engage in any of the foregoing.

SECTION VII: INDEMNITY

Model shall indemnify and hold harmless Cosplay Deviants and its affiliates, employees, officers, directors, shareholders, licensees and agents from and against any damages, losses, costs, liabilities and/or expenses (including attorneys' fees) which Cosplay Deviants or such other party may incur as the result of any demand, claim, suit, action or proceeding made or brought against Cosplay Deviants or such other party and based directly or indirectly on: (i) any Photos; (ii) the acts or omissions of Model; or (iii) Model's breach of this Agreement.

SECTION IX: MISCELLANEOUS

Model is an independent contractor and nothing contained in this Agreement shall be construed to establish an employer/employee, partnership, agency or a joint venture relationship between Model and Cosplay Deviants. Model shall acquire no right to use, and shall not use without Cosplay Deviants' express prior written consent, any Cosplay Deviants intellectual property. Model agrees not to disparage Cosplay Deviants in any manner. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns and constitutes the entire agreement between the parties and supersedes all prior and contemporaneous negotiations and agreements regarding the subject matter in the Agreement. No amendment to or modification of this Agreement will be valid and binding unless in writing signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Florida and the parties hereby consent to the exclusive jurisdiction of and venue in the courts sitting in Orlando, Florida.

AT THE TIME THAT Model SIGNS THIS ASSIGNMENT, Model AGREES THAT MODEL IS EIGHTEEN (18) YEARS OF AGE OR OLDER AND A SIGNED USC 2257 FORM HAS BEEN SUBMITTED WITH THIS CONTRACT.

AGREED TO AND UNDERSTOOD BY:

Troy Doerner – Cosplay Deviants

date

MODEL NAME

date

RECORDS KEEPING COMPLIANCE FORM
PURSUANT TO 18 U.S.C. 2257

ARTIST IDENTIFYING INFORMATION AND AFFIDAVIT: Artist understands that all the information given in this Agreement is being provided to comply with federal law and any false statement will subject Artist to both a civil action by Producer as well as criminal prosecution under federal and state law. Please print legibly.

a. Legal Name: _____ **b. Date of Birth:** _____
(Full Current Legal Name: First Middle Last) (Month, Day and Year)

c. Two Forms of Identification, including at least one government-issued photo-ID are required. Describe each including number. (Photocopies of each must be attached and the photocopies must be signed in ink by Artist):

(1) First form of Identification: _____ (2) Second form of identification: _____

d. All other names ever used (include all stage names, maiden names and nicknames):

(a) _____ (b) _____
(Stage Name for this Production) (All other names)

(a) _____ (b) _____
(Maiden Name if applicable) (All other names)

(a) _____ (b) _____
(Stage Name for this Production) (All other names)

e. Social Security: _____ **f. Phone** _____

g. Address: _____

City: _____ State: _____ Zip: _____

UNDER 28 U.S.C. s.1746 AND THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFICATION DOCUMENTS WHICH I HAVE PROVIDED AND OF WHICH I HAVE SIGNED THE ATTACHED COPY WAS LAWFULLY OBTAINED BY ME AND HAS NOT BEEN FORGED OR ALTERED.

Today's Date _____

Signature: _____

Artist's Signature (using full legal name)

ARTIST MUST ALSO SIGN ATTACHED COPIES!

Producer's initials _____

Artist's initials _____

UNDER 28 U.S.C. s. 1746 AND THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT I HAVE OBSERVED THE ORIGINALS OF EACH OF THE IDENTIFICATION DOCUMENTS OF WHICH COPIES ARE ATTACHED HERETO AND SIGNED BY THE ARTIST.

Today's Date _____

Signature: _____

Signature of Primary Producer

Producer's initials _____

Artist's initials _____