

Copyright Agreement



§ 1: Contracting Parties

Photographer / Copyright Holder

Model

Name / First Name: _____

Address / Location: _____

Date of Birth:: _____

E-Mail: _____

ID Number:: _____

§ 2: Subject of the Contract

This contract applies to all photo productions (regardless of time) realized by RPro-Photography. This contract does not establish an employment relationship. The photographer and the model agree on the production of photos in the following forms, including for any additional photo productions:

- Portrait / Fashion (Clothed)
 - Close-Ups (Detail shots)
 - Semi-nude (Upper body uncovered)
 - Lingerie / Underwear
 - Implied Nude (Nude, but breasts and intimate areas covered)
 - Nude (Nude, with breasts and intimate areas uncovered)
- (Strike out what does not apply)

Should new forms be added or removed in future photo productions, they must be documented in a new contract and discussed in advance with the photographer.

Both parties can suggest or reject poses and shooting locations. If the photographer/model has specific requirements regarding clothing, underwear, and/or nude shots, the necessary clothing/props must be provided by the respective party. The model agrees to be available for the entire duration of the shoot for the specified types of photos. The model is responsible for appearing well-groomed at the shoot.

§ 3: Fee / Travel Costs

Check applicable offer:

☐ TFP-Shoot* (free) | ☐ Bronze Shoot (CHF 150.–) | ☐ Silver Shoot (CHF 300.–) | ☐ Gold Shoot (CHF 450.–)

Photos will be provided to the model via internet download. Any travel costs are to be borne by the model. If the shoot location chosen by the model is outside Bern/Biel, an additional CHF 0.50/km applies.

*If the model later requests the images not be used due to personal rights, the shoot will be retroactively invoiced in full.

§ 4: Image Rights and Use of Material by the Photographer

The photographer is the sole copyright holder (under Federal Law 231.1) and retains full rights to the images. The copyright holder determines the time and location of publication and may revoke license permissions in case of violations of this contract. If the license is revoked, the model may only keep the photos on storage media or as prints, without limitations in time, place, or form. All images must be removed from social media and no further publications are allowed. This applies even in private shoots where the model did not grant publication rights.

Permission for publication of the material: Permission granted ☐ / If not granted, strike section

The model irrevocably agrees to the unlimited publication of all created material, without restrictions regarding time, place, form, or scope. The photographer may also use the images for all types of promotional purposes.

Permission for sale of the material: Permission granted ☐ / If not granted, strike section

The model irrevocably agrees to the sale of all created material, as well as its use in any kind of product.

- For the sale of individual images, the model receives 33%.
- For calendar or multi-model products, the model receives a proportional share. The copyright holder always receives 70% of the sale price. The remaining 30% is evenly divided based on the number of images and models involved. Example: If 1 image of the model is used in a 12-month calendar, the model receives 2.5%.

§ 5: License Permission for the Model

The model is allowed to store the images approved by the copyright holder as print or digital files, without limitation in time or location. The license additionally allows the model to publish or exhibit the images in unaltered form (no emojis, text, edits) on private online channels such as Facebook or Instagram. The model must use the provided image crops from RPro-Photography and always credit the photographer, e.g.:

- Facebook: Photographer: www.rpro-photography.com
- Instagram: Tag as a person (logo) and in the caption as: Photographer (or camera emoji): [@rpro.photography](https://www.instagram.com/rpro.photography)
Only the photographer and the model may be tagged in the image. Clothing brands or labels may only be tagged with prior agreement.
- Other platforms: www.rpro-photography.com

Edited images may be used on social media. The image must be cropped to fully display the watermark. If not possible or ignored, the image must be removed. This license is valid for private use only. For commercial use, the model must arrange a special agreement with the copyright holder.

§ 6: Naming

The model grants the photographer permission to use their full name upon publication of the material and to link them on social media. The photographer is not obligated to name or link the model.

Consent: Yes ☐ No ☐

§ 7: Liability

The photographer is not liable for misuse of the photos by third parties. The model agrees not to hold the photographer or their agents liable for any damage of any kind before, during, or after the shoot, or related to the use of the images.

§ 8: Age of Majority / Legal Capacity

The model confirms they are at least 18 years old and fully legally competent.

§ 9: Breaches of the Copyright Agreement

If the model breaches this agreement, they will receive a warning and be asked to correct the publication. If not corrected within 24 hours, the first violation is fined CHF 500. A second violation will incur a CHF 2,500 fine. A third will be fined CHF 15,000, and the model's license will be revoked. Continued use of images after revocation will result in a fine of CHF 50,000.

Passing on/selling images to third parties without informing the photographer will result in an immediate fine of CHF 5,000.

Examples of violations:

- No photographer tag on social media or tagging other profiles/people
- Promoting other brands/companies (unless agreed upon)
- Altering images (color, brightness, etc.)
- Misuse of provided image crops on social media
- Using images for non-private purposes
- Sharing or selling images to third parties without consent

These are just examples—other violations may occur that are not listed.

§ 10: Legal Declaration and Signature

This contract has no expiration date. By signing, the model irrevocably agrees to all terms listed, including penalties for violations, and confirms understanding. With signatures from both parties, the contract becomes legally binding and can be used in court. The photographer may request an ID to verify the information provided.

Photographer / Copyright Holder Signature

Model Signature

Location / Date:
