

# Model & Collaborator Release Agreement

*A property of Don Hector Brands Group LLC*

This Model & Collaborator Release Agreement (“Agreement”) is entered into between Don Hector Brands Group LLC (“Photographer”) and the undersigned model, makeup artist, hair stylist, wardrobe stylist, set designer, or other creative collaborator (“Model/Collaborator”) as of the date signed below. By signing, the Model/Collaborator confirms that they have read, understood, and agree to be bound by all terms set forth in this Agreement.

## Session Information

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**Session Date:** \_\_\_\_\_

**Session Location:** \_\_\_\_\_

**Session Description:** \_\_\_\_\_

**Intended Properties / Brands:** \_\_\_\_\_

## Section 1 — Parties, Capacity & Authority

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This Agreement is between Don Hector Brands Group LLC, including its subsidiaries, affiliates, successor entities, and properties (collectively, “Photographer”), and the undersigned Model/Collaborator.

By signing, the Model/Collaborator affirms and warrants that:

- (a) They are at least 18 years of age and have full legal capacity to enter into this Agreement. If under 18, a parent or legal guardian must also sign;
- (b) They have the full legal right and authority to enter into this Agreement, and are not subject to any existing contract, agency exclusivity, court order, employment restriction, prior release, non-disclosure agreement, or other obligation that would conflict with or restrict the rights granted herein;
- (c) Any property, wardrobe, accessories, or items they bring to or use during the session are either owned by them or used with full permission, and that no third-party rights are infringed by their participation;
- (d) All statements and representations they make during the session are truthful and not subject to any third-party claim of right.

If any of the above warranties are later proven false, the Model/Collaborator agrees to indemnify and hold harmless the Photographer from any resulting claims, damages, or costs.

*Model/Collaborator Initials:* \_\_\_\_\_

## Section 2 — Scope of Collaboration

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This Agreement applies to the photography session described in the Session Information section above, including:

- (a) All preparatory activities, meetings, communications, fittings, and rehearsals related to the session;
- (b) The session itself and any extensions or continuations thereof;
- (c) All photographs, videos, audio recordings, behind-the-scenes content, outtakes, raw footage, and any other media produced during or in connection with the session, whether captured by the Photographer directly or by any assistant, collaborator, or other person working under the Photographer's direction;
- (d) All derivative works, edits, composites, retouched versions, and adaptations created at any time, now or in the future, from the session content; and
- (e) Any subsequent uses, applications, displays, or distributions of such content.

All such content is governed by the terms of this Agreement, regardless of when, where, or how it is created or used, as long as it originates from or is derived from the agreed session.

*Model/Collaborator Initials:* \_\_\_\_\_

### **Section 3 — Copyright Ownership and Likeness Rights**

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**Copyright.** All content created as part of this collaboration — including photographs, videos, behind-the-scenes content, outtakes, and any other media — is the sole and exclusive property of the Photographer, who retains full and unrestricted copyright in perpetuity. The Model/Collaborator receives no ownership interest in the content and may only use it within the scope of rights specifically granted by the Photographer in writing. No transfer, assignment, or joint ownership of copyright is made or implied under this Agreement.

**Likeness Rights.** The Model/Collaborator grants to the Photographer the perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, publish, distribute, display, modify, edit, adapt, and otherwise exploit the Model/Collaborator's name, likeness, image, voice, biographical information, and all identifying features as captured in or derived from the session content, for any lawful purpose including but not limited to commercial, editorial, promotional, advertising, artistic, educational, and journalistic uses.

This grant of likeness rights is independent of the copyright in the content itself, and may not be revoked by the Model/Collaborator under any circumstances except as expressly required by law.

*Model/Collaborator Initials:* \_\_\_\_\_

### **Section 4 — Third-Party Use Restrictions**

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The Model/Collaborator may not grant, sell, license, sublicense, or otherwise transfer rights to any third party to use the content without the Photographer's prior written permission. If a third party wishes to use the content, they must obtain licensing directly from the Photographer, which may include payment of licensing fees.

This restriction applies regardless of whether the third party's intended use would be commercial, editorial, personal, or any other category of use.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 5 — Image Selection Process**

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The Model/Collaborator may be invited to participate in the selection of final images, and their input will be considered in the spirit of collaboration. However, the Photographer retains the final decision-making authority on which images are delivered, based on professional quality standards such as lighting, composition, posing, and overall impact.

The Photographer is not required to present every image taken during the session; only those that meet professional quality standards will be considered for selection. The Photographer is also not required to deliver any minimum number of images.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 6 — Editing & Alterations**

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The Model/Collaborator may not alter, edit, apply filters, crop, retouch, or otherwise change any final images provided by the Photographer without prior written consent. This includes alterations made for social media posting, personal use, or any other purpose.

Unauthorized changes misrepresent the Photographer's work and may damage their professional reputation. The Photographer may revoke any usage permissions previously granted to the Model/Collaborator if this provision is violated.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 7 — Portfolio, Editorial & Marketing Use**

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The Model/Collaborator grants the Photographer the irrevocable right to use any content created under this Agreement for portfolio, editorial, self-promotion, marketing, advertising, and commercial purposes. This includes, but is not limited to:

- (a) Print, digital, online, social media, exhibitions, advertising campaigns, and promotional campaigns;
- (b) Use on any current or future business, brand, property, publication, platform, or entity owned or controlled by the Photographer or by Don Hector Brands Group LLC, including its subsidiaries, affiliates, and successor entities;
- (c) Use as editorial content on properties such as theglowtruth.com, muafiles.com, stunningfaces.com, donhectorbrands.com, donhectorstudios.com, and any other current or future properties owned or controlled by the Photographer or its parent entity;
- (d) Use in books, prints, exhibitions, gallery shows, and other artistic or educational presentations;
- (e) Licensing of the content to third parties at the Photographer's discretion, subject to Section 4.

Such use may continue indefinitely and is not restricted to any specific time period, geographic territory, or medium, so long as such use is not defamatory, libelous, or illegal as determined by a court of competent jurisdiction.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 8 — Takedown Policy**

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As long as the content is not being used in a defamatory, libelous, or illegal manner as determined by a court of competent jurisdiction, the Photographer remains under no obligation to remove, delete, or withdraw any content from their portfolio, website, social media, marketing materials, archives, or any other medium once published.

This non-obligation applies regardless of whether the takedown request originates from:

- (a) The Model/Collaborator themselves;
- (b) Any third party, including but not limited to family members, partners, employers, agents, representatives, or any person claiming to act on behalf of the Model/Collaborator;
- (c) Any subsequent change in the Model/Collaborator's personal, professional, or legal circumstances.

The Model/Collaborator understands that removing such content may result in a loss of invested time, effort, resources, and potential opportunities for the Photographer, including return on investment for the collaboration.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 9 — Liability, Indemnification & Conduct**

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**Release of Claims.** The Model/Collaborator releases and holds harmless the Photographer from any and all claims, damages, or liabilities arising from the lawful creation, use, or publication of the content.

**Indemnification.** The Model/Collaborator agrees to indemnify and defend the Photographer against any claims, damages, or costs resulting from:

- (a) Their own actions, statements, or conduct related to the session;
- (b) Any breach of the warranties made in Section 1;
- (c) Any third-party claim arising from items, property, or content the Model/Collaborator brought to or used during the session.

**Photographer Conduct.** The Photographer agrees to conduct the session in a professional manner consistent with industry standards, to comply with applicable laws and regulations, and to treat the Model/Collaborator with respect throughout the collaboration. Nothing in this Agreement releases the Photographer from liability for their own intentional misconduct, gross negligence, or unlawful behavior.

*Model/Collaborator Initials:* \_\_\_\_\_

## Section 10 — Compensation, Expenses & Independent Status

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**Voluntary Collaboration.** This collaboration is conducted on a voluntary, non-paid basis unless a paid arrangement is agreed to in writing and signed by both parties prior to the start of the session.

**No Compensation Obligation.** No monetary compensation, royalties, profit-sharing, residuals, or other payments will be owed by either party for the creation, use, licensing, or publication of the content resulting from this collaboration unless such payment terms are agreed in advance in writing. This includes any future monetization, licensing, or commercial use of the content by the Photographer — including display, distribution, or promotion on any current or future website, platform, brand, or business owned or controlled by the Photographer or by Don Hector Brands Group LLC, so long as such use is not defamatory, libelous, or illegal.

**Expenses.** Each party is solely responsible for covering their own costs and expenses — including, but not limited to, travel, wardrobe, props, styling, and equipment — unless a specific cost-sharing arrangement is documented and signed by both parties prior to the session.

**No Retroactive Claim.** The Model/Collaborator agrees that they will not make any retroactive claim for payment, compensation, royalties, or a share of profits at any time in the future, regardless of how, where, or by whom the content is later used or displayed.

**Independent Status.** This Agreement does not create an employer-employee relationship, joint venture, partnership, or agency between the parties. The Model/Collaborator is participating as an independent creative collaborator. No benefits, taxes, withholding, workers' compensation, or other employment-related obligations are owed by the Photographer to the Model/Collaborator. The Model/Collaborator is solely responsible for any tax obligations arising from this collaboration, if applicable.

*Model/Collaborator Initials:* \_\_\_\_\_

## Section 11 — Creative Contributions by Collaborators

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This Section applies specifically to Model/Collaborators participating as makeup artists, hair stylists, wardrobe stylists, set designers, prop stylists, lighting assistants, or any other creative collaborator (collectively, "Creative Collaborators") whose work contributes to the session content.

**Assignment of Creative Work.** Any creative contributions, designs, looks, styling, makeup applications, hair work, set arrangements, or other creative work produced by the Creative Collaborator during or in connection with the session are deemed "work made for hire" or, if not legally classified as such, are hereby assigned in full to the Photographer. The Creative Collaborator retains no separate rights, claims, or interests in such creative contributions as they appear in the session content.

**No Separate Style Claim.** The Creative Collaborator may not claim that any specific look, style, or creative element appearing in the session content belongs to them or is subject to their separate licensing rights. All such elements, as captured in the session content, are governed by this Agreement.

**Portfolio Use by Creative Collaborator.** The Creative Collaborator may use final images delivered by the Photographer in their own personal portfolio for the purpose of demonstrating their creative work, subject to the editing restrictions in Section 6 and the third-party transfer restrictions in Section 4. The Photographer must be clearly credited in any such use.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 12 — Credit & Attribution**

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The Photographer is not obligated to credit, tag, attribute, or otherwise identify the Model/Collaborator in any publication, display, or distribution of the content. Any such credit or attribution is at the Photographer's sole discretion and may be granted or withheld for any reason.

The Model/Collaborator has no right to demand specific credit, tagging, attribution, or naming in connection with the content unless such credit is agreed to in writing prior to publication. The absence of credit does not constitute a breach of this Agreement or any implied duty.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 13 — Artificial Intelligence & Machine Learning Use**

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The Photographer reserves the right to use the session content, including the Model/Collaborator's likeness as it appears within such content, for the following purposes:

- (a) Training, developing, or refining artificial intelligence or machine learning models owned or operated by the Photographer or Don Hector Brands Group LLC;
- (b) Generating derivative AI-assisted imagery, edits, or compositions based on the session content;
- (c) Using AI-assisted tools to edit, retouch, enhance, or modify the session content.

The Photographer agrees that the session content will not be sold, licensed, or otherwise transferred to third-party AI training datasets, model development companies, or generative AI platforms without separate written agreement with the Model/Collaborator.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 14 — Governing Law & Dispute Resolution**

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This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

Any dispute, claim, or controversy arising from or relating to this Agreement shall first be addressed through good-faith negotiation between the parties. If such negotiation fails, the parties agree to submit the matter to binding arbitration before a single, mutually agreed-upon independent arbitrator in the exclusive jurisdiction and venue of Polk County, Florida, in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction.

The prevailing party in any arbitration or court action shall be entitled to recover their reasonable attorney's fees, court costs, and related expenses from the non-prevailing party.

Any claim or cause of action arising out of or related to this Agreement must be filed within twenty-four (24) months after the cause of action arose or be forever barred. The parties acknowledge that this limitation is shorter than the default Florida statute of limitations for written contracts and have negotiated this term as part of the consideration for entering into this Agreement.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Section 15 — Entire Agreement & Amendments**

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This Agreement constitutes the entire understanding between the Photographer and the Model/Collaborator with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral.

No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by both parties with a physical or verifiable electronic signature. No oral agreements or informal communications (including emails, text messages, social media messages, or verbal statements made during the session) shall be deemed to amend or override the terms of this Agreement.

Failure by either party to enforce any provision of this Agreement on one or more occasions shall not be construed as a waiver of any right or provision in the future.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to render it enforceable while preserving the original intent of the parties.

*Model/Collaborator Initials:* \_\_\_\_\_

## **Signatures**

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### **Photographer**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **Model / Collaborator**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent / Guardian (if Model/Collaborator is under 18)**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Optional Contact Information**

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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**Acknowledgment of Initialing.** By signing above, the Model/Collaborator affirms that they have initialed each of the fifteen (15) sections of this Agreement, have read and understood all terms, have had the opportunity to ask questions or seek independent counsel, and agree to be bound by all provisions in full.