

# Production Agreement

Version 6



At [Focus17Fotografie.nl](http://Focus17Fotografie.nl) we believe in transparency toward all parties (production team and client) involved in a photo- or video production. This production agreement states all duties and rights involved concerning collaboration between parties to make this production and the usage of the delivered products.

By signing this agreement you state to fully understand this agreement and are legally authorized to sign this agreement.

## Agreement 1: Cooperation

The date this production will be made is: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

*(this is also the licensing date)*

The client name is:

The Production will be made on the following location:

Name of the location: \_\_\_\_\_

Address: \_\_\_\_\_

Area code: \_\_\_\_\_

City of residence: \_\_\_\_\_

Country: \_\_\_\_\_

The payment of this production is:

Commercial fee: € \_\_\_\_\_ - \_\_\_\_\_

Test session (TFP) (Ad.1)

The Agreed categories of posing are:

Artist

Beauty

Fashion | e-commerce & lookbooks

Fashion | Editorial & Campaigns

Boudoir, Lingerie, Swimwear

Art Nude, Covered Nude

Video commercial production

Commercial and Editorial Licenses

Monthly Starting at:.....-.....-..... Ending at:.....-.....-.....

Yearly Starting at:.....-.....-..... Ending at:.....-.....-.....

Lifetime



**Agreement 2: Product**

At the end of the production the client will receive:

- Photography (digital download)                    nr:[.....]
- Photography (Printed)                                    nr:[.....]
- Video (Digital download)

**Agreement 3: Deposit**

For all assignments we ask a deposit fee of 30% of the production costs. This fee is non-refundable.

For this production the fee will be set on €.....,.....

**Agreement 4: Usage and editing of the images:**

- Only the images released for publication by the photographer are allowed to be used by the client and the members of the production team.
- Images released for publication are allowed to be used in any form of social media and/or portfolio and/or website. This includes both offline and online medium.
- Only the photographer can offer the released images for publication/promotion purposes to fashion- and/or beauty magazines.
- The photographer can use the photos for stock usage like for instance Shutterstock.
- Any form of usage for charity is allowed by the production team.
- All forms of post processing / editing is not allowed. Images may not be altered in any way or form, for instance cropping, converting to black and white and applying social media filters
- Video's released can be used on social media platforms such as Vimeo and You Tube. They can also be used for commercial purposes.

**Agreement 5: Licensing**

The products created under this production agreement are to be licensed as following: Personal and commercial usage for a time period of two years from the date used in this agreement.

After the two year licensing period you can renew your license by contacting erikbos@focusfotografie.nl

**Agreement 6: personality rights, copyrights and privacy**

- By signing this agreement you understand you are submittable by Dutch law.
- The personality rights lie at the photographer.
- The right of ownership of the images (digital files) lie at the photographer
- The copyrights lie at the photographer
- The photographer can store the images (digital files) and production agreements at his own server storage and/or third party storage facilities like a cloud service.

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- The photographer might use own services and/ or third party services for the distribution of the images (digital files) and production agreements like for instance e-mail and WE-Transfer.
- The photographer is responsible for the protection and security of stored data on its owns storage facilities and/or network to a reasonable level of security.



### **Agreement 7: Responsibility**

- All parties are responsible for their own safety and security during the production and transport to and from the production location(s)
- All parties are responsible for their own material, clothing's, props and other stuff used for this production. This includes having a incurrence policy to cover any risks that might or may not occur. For instance theft and damage of properties.

### **Agreement 8: Legal valid**

- All parties declare they are legally allowed to sigh this production agreement.
- If the portrayed person(s) are minors a representative must co-sign this production agreement.
- On this production agreement Dutch Law is applied

### **Ad1: Test shoot (TFP)**

All parties involved in a test shoot will receive 10 fully retouched images. These will be of my choosing. All images are stamped with my autograph/watermark/logo. Only in the case of publication purposes, I send images without a stamp on them.

Agreement 1 to 7 also apply on test shoot productions please read agreement 2 and 3 carefully.

Extra images or other images of your choosing will be made available. These images are outside the scoop of the test shoot production and are therefore charged at our normal retail price which is (€15,- /photo or a package of 5 images for €65,-).

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Other parties involved signing (Models, MUAH, Stylist) are :

Client: ...

Photographer: Erik Bos, Focus17Fotografie

MUA: ...

Hair Stylist ...

Wardrobe Stylist: ...

Model 1: ...

Model 2: ...

Model 3: ...

Model 4: ...



**Parties involved signing:**

By signing with your name and autograph you declare to have read and understand the agreements 1 to 6 and ad1 of this production agreement.

A handwritten signature in black ink, appearing to be 'Erik Bos', is written over a horizontal line.

*Photographer* – Focus 17 Fotografie, Erik Bos  
Samostraat 34  
1339 PG, Almere the Netherlands  
KvK: 75121654

Studio – Studio On Point  
Witte Vlinderweg 21N  
1521 PS, Wormerveer the Netherlands