

RHC

Model Contracts

Legal Protection

RockHardChic.com

Premium Fashion Industry Resources

RHC Model Contracts Guide

Be Your Own Agent: The Complete Contract Negotiation Course

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Why You Need Contracts

****Protect Yourself, Every Time****

Whether you're working with a local boutique, a national brand, or an independent photographer, a contract protects both parties and ensures everyone is on the same page.

Without a contract, you risk:

- Not getting paid (or paid late)
- Losing control of your images
- Having your photos used in ways you never agreed to
- No recourse if something goes wrong
- Damage to your professional reputation

With a contract, you get:

- Clear payment terms and dates
- Defined usage rights for your images
- Legal protection if disputes arise
- Professional credibility
- Control over your career

Essential Contract Elements

****Every Contract Should Include:****

1. Parties Involved

- Your full legal name and contact information
- Client's full name/company name and contact information
- Date of agreement

2. Scope of Work

Define exactly what you're agreeing to:

- Type of shoot (editorial, commercial, e-commerce, social media)
- Date(s) and time(s) of shoot
- Location(s)
- Number of looks/outfits/setups
- Expected deliverables (number of final images)
- Hair/makeup provided or not

3. Compensation

Be crystal clear about money:

- Total payment amount (e.g., \$500, \$1,000, \$2,500)
- Payment method (check, PayPal, Venmo, wire transfer)
- Payment schedule (50% upfront + 50% upon delivery, net 30 days, etc.)
- Any additional fees (travel, overtime, rush fees)
- Who pays for travel/accommodation if applicable

4. Usage Rights

This is CRITICAL! Define how your images can be used:

- Platform (print, web, social media, billboards, TV, etc.)
- Duration (1 year, 2 years, in perpetuity)
- Territory (local, regional, national, worldwide)
- Exclusivity (can they be the only brand you work with in that category?)
- Model release signed or not

5. Cancellation Policy

- Notice period required (e.g., 48 hours, 1 week)

- Cancellation fees (e.g., 50% if canceled within 48 hours)
- Weather/emergency clause

6. Deliverables Timeline

- When will you receive final images?
- How will images be delivered? (Dropbox, Google Drive, etc.)

7. Liability & Insurance

- Who is responsible for injuries on set?
- Any liability waivers required?

8. Signatures

- Your signature and date
- Client's signature and date

Sample Contract Templates

****Template 1: Basic Modeling Agreement****

...

MODELING SERVICES AGREEMENT

This Agreement is made on [DATE] between:

MODEL: [Your Full Name]

Address: [Your Address]

Email: [Your Email]

Phone: [Your Phone]

CLIENT: [Client Name/Company]

Address: [Client Address]

Email: [Client Email]

Phone: [Client Phone]

1. SERVICES

Model agrees to provide modeling services on [DATE] from [START TIME] to [END TIME] at [LOCATION]. The shoot will include approximately [NUMBER] looks/outfits for [DESCRIPTION OF PROJECT].

2. COMPENSATION

Client agrees to pay Model \$[AMOUNT] USD for services rendered.

Payment terms: [50% upfront (\$[AMOUNT]) + 50% upon completion (\$[AMOUNT])]

Payment method: [Check/PayPal/Venmo/Wire Transfer]

Payment due date: [DATE or "upon receipt" or "net 30 days"]

3. USAGE RIGHTS

Client is granted the following usage rights for images from this shoot:

- Platform: [Social Media/Website/Print Advertising/E-commerce/All]
- Duration: [1 year / 2 years / In perpetuity]
- Territory: [Local / Regional / National / Worldwide]
- Exclusivity: [Yes/No - If yes, specify category and duration]

Model retains the right to use images from this shoot in their personal portfolio and social media for self-promotion purposes.

4. CANCELLATION

If Client cancels with less than [48 hours] notice, Model is entitled to [50%] of the agreed-upon fee. If Model cancels with less than [48 hours] notice, any upfront payment will be returned to Client.

5. DELIVERABLES

Client will deliver final edited images to Model via [Dropbox/Google Drive/Email] within [NUMBER] business days of the shoot date.

6. LIABILITY

[Client/Model] is responsible for any injuries or damages occurring during the shoot. [If applicable: Client carries liability insurance covering all participants.]

7. MODEL RELEASE

- Model release will be signed (images may be used for commercial purposes)
- No model release (images for portfolio/editorial use only)

8. AGREEMENT

Both parties agree to the terms outlined in this agreement.

MODEL SIGNATURE: _____ DATE: _____

CLIENT SIGNATURE: _____ DATE: _____

****Template 2: Commercial Shoot Agreement (Higher Rates)****

...

COMMERCIAL MODELING AGREEMENT

This Agreement is made on [DATE] between:

MODEL: [Your Full Name]

Address: [Your Address]

Email: [Your Email]

Phone: [Your Phone]

CLIENT: [Client Name/Company]

Address: [Client Address]

Email: [Client Email]

Phone: [Client Phone]

1. SERVICES & SCOPE

Model agrees to participate in a commercial photo/video shoot for [BRAND NAME] on [DATE] from [START TIME] to [END TIME] at [LOCATION].

Shoot details:

- [NUMBER] looks/outfits
- [TYPE OF SHOOT: e-commerce, lifestyle, advertising campaign, etc.]
- [PRODUCTS/SERVICES BEING PROMOTED]
- Hair/makeup: [Provided by client / Model responsible]
- Styling: [Provided by client / Model brings own wardrobe]

2. COMPENSATION

Session Fee: \$[AMOUNT] USD

Additional Usage Fees: \$[AMOUNT] USD (if applicable)

Total Compensation: \$[TOTAL AMOUNT] USD

Payment Schedule:

- 50% deposit (\$[AMOUNT]) due upon signing this agreement
- 50% balance (\$[AMOUNT]) due within [NUMBER] days of shoot completion

Payment Method: [Check/PayPal/Venmo/Wire Transfer to account ending in XXXX]

Late Payment: Unpaid balances beyond [30 days] will incur a [10%] late fee per month.

3. USAGE RIGHTS & LICENSING

Client is granted the following usage rights:

Media Channels:

- Social Media (Instagram, Facebook, TikTok, Pinterest, etc.)
- Website/E-commerce
- Email Marketing
- Print Advertising (magazines, newspapers, catalogs)
- Outdoor Advertising (billboards, bus stops, etc.)
- Television/Video Advertising
- Packaging

Duration: [1 year / 2 years / 3 years / In perpetuity]

Territory: [Local (within 50 miles) / Regional (state) / National (USA) / International (specify countries) / Worldwide]

Exclusivity:

- No exclusivity - Model may work with competing brands
- Exclusive for [CATEGORY, e.g., "athletic wear"] for [DURATION]

(Additional fee: \$[AMOUNT] for exclusivity)

Additional Licensing: Any usage beyond the scope defined above requires additional compensation to be negotiated separately.

4. MODEL'S PORTFOLIO RIGHTS

Model retains the right to:

- Display images from this shoot in their personal portfolio (print and online)
- Share images on personal social media with credit to [CLIENT NAME]
- Use images for self-promotion and marketing purposes

5. CANCELLATION & RESCHEDULING

- If Client cancels with less than [7 days] notice, deposit is forfeited.
- If Client cancels with [7+ days] notice, deposit is refunded.
- If Model cancels with less than [48 hours] notice, deposit is refunded to Client.
- Weather-related cancellations: Shoot will be rescheduled at mutual convenience with no penalty.

6. DELIVERABLES & TIMELINE

- Client will deliver [NUMBER] final edited high-resolution images
- Delivery method: [Dropbox / Google Drive / WeTransfer]
- Delivery timeline: Within [14] business days of shoot date
- Image specifications: [Format (JPEG/RAW/TIFF), resolution (300 DPI minimum)]

7. CREDITS & ATTRIBUTION

When images are published, Model requests (but does not require) the following credit:

Model: [Your Name or Handle]

Photography: [Photographer Name]

Location: [If applicable]

8. LIABILITY & INSURANCE

- Client carries commercial general liability insurance covering all shoot participants
- Model is not responsible for equipment damage or loss during shoot
- Client is responsible for safe working conditions and proper permits for location

9. MODEL RELEASE

- Full commercial model release signed (images may be used for all commercial purposes within defined scope)
- Limited model release (specify restrictions): _____

10. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary information shared during this engagement, including but not limited to unreleased products, marketing strategies, and pricing.

11. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising from their own negligence or breach of this agreement.

12. ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties and supersedes all prior negotiations. Any modifications must be made in writing and signed by both parties.

13. GOVERNING LAW

This agreement shall be governed by the laws of [STATE/COUNTRY].

MODEL SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

CLIENT SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE/COMPANY: _____

Negotiation Strategies

****How to Negotiate Like a Pro****

1. Know Your Worth

Research industry rates in your market:

- **Beginner models:** \$50-\$150/hour (local/small brands)
- **Intermediate models:** \$150-\$500/hour (regional brands, e-commerce)
- **Experienced models:** \$500-\$2,000+/hour (national campaigns, commercials)

2. Ask Questions Before Quoting

- What's the usage? (social media only vs. national TV campaign)
- How long will images be used? (1 year vs. forever)
- What's the territory? (local vs. worldwide)
- Is it exclusive? (can you work with competitors?)

Pro Tip: Commercial usage should ALWAYS cost more than editorial/portfolio work.

3. Start Higher

If you want \$500, ask for \$650. Clients often negotiate down, so build in room for negotiation.

4. Bundle Pricing

Offer package deals:

- "For \$1,000, I can do the shoot + social media promotion to my 10K followers"
- "For \$800, I can do 2 looks instead of 1"

5. Get It in Writing

NEVER rely on verbal agreements. If they say, "We'll pay you \$500," respond with:

> "Great! Can you send me that in an email or simple contract so we're both covered?"

6. Know When to Walk Away

Red flags that signal you should decline:

- They refuse to sign a contract
- They want you to sign a release before discussing payment
- They're vague about usage ("We might use it for marketing")
- They ask for free work in exchange for "exposure"

Understanding Usage Rights

What Are Usage Rights?

Usage rights define HOW, WHERE, WHEN, and FOR HOW LONG your images can be used.

Types of Usage:

Usage Type	Description	Typical Rate
Portfolio/Editorial	Images for personal portfolios or magazines with no commercial use	\$50-\$200/hour
Social Media Only	Client can post on their social media (Instagram, Facebook, TikTok)	\$100-\$500/shoot
Website/E-commerce	Product pages on their website	\$200-\$800/shoot
Email Marketing	Newsletters and promotional emails	\$150-\$500/shoot
Print Advertising	Magazines, newspapers, direct mail	\$500-\$2,000/shoot
Outdoor Advertising	Billboards, bus stops, posters	\$1,000-\$5,000/shoot
Television/Video	TV commercials, online video ads	\$2,000-\$10,000+/shoot
Packaging	Product packaging/boxes	\$1,500-\$5,000/shoot
National Campaign	Multi-platform nationwide advertising	\$5,000-\$25,000+/shoot

Duration Matters:

- **1 year usage:** Standard rate

- **2-3 years usage:** Add 50-75%

- **In perpetuity (forever):** Add 100-200%

Territory Matters:

- **Local (50-mile radius):** Standard rate
- **Regional (state/province):** Add 25-50%
- **National (entire country):** Add 100-150%
- **Worldwide:** Add 200-300%

****Example Pricing Calculation:****

Base rate: \$500 for a 2-hour shoot

Usage: Social media + website for 1 year, national (USA)

Calculation:

- Base rate: \$500
- Website usage: +\$300
- National territory: +\$500 (100% increase)
- **TOTAL:** \$1,300

Payment Terms & Protection

****How to Get Paid (And Not Get Scammed)****

1. Always Require a Deposit

- Minimum 50% upfront before the shoot
- This ensures they're serious and committed
- Protects you if they cancel last minute

2. Set Clear Payment Terms

Common options:

- **50/50 Split:** 50% upfront + 50% on shoot day or upon delivery
- **Net 30:** Full payment due within 30 days of invoice (common for established brands)
- **Full Payment Upfront:** For new/unknown clients or small jobs

3. Send Professional Invoices

Include:

- Your name and contact info
- Client name and contact info
- Invoice number and date
- Description of services
- Payment amount and due date
- Payment method (PayPal, Venmo, Zelle, check, wire transfer)
- Late payment fees (e.g., "10% late fee after 30 days")

Free Invoice Tools:

- PayPal Invoice
- Square Invoice
- Wave Accounting
- Google Docs Invoice Template

4. Accepted Payment Methods

Best options:

- PayPal (buyer protection)
- Venmo (instant, but less protection)
- Zelle (instant, no fees)
- Check (slower, but traditional)
- Wire transfer (for large amounts)

Avoid:

- Cash only (no paper trail)
- Cryptocurrency (volatile, hard to dispute)
- "I'll pay you when the client pays me" (not your problem!)

5. What to Do If They Don't Pay

Step 1: Send a friendly reminder email

> "Hi [Name], just following up on invoice #123 that was due on [DATE]. Can you confirm when I can expect payment?"

Step 2: Send a formal demand letter (7-14 days later)

> "This is a formal notice that payment for invoice #123 is now [X] days overdue. Please remit payment within 5 business days to avoid late fees and further action."

Step 3: Small claims court (if amount is worth it)

- Usually for amounts under \$5,000-\$10,000
- File in your local court
- Bring your signed contract and invoice as evidence

Red Flags to Watch For

****Warning Signs of Bad Clients****

■ They refuse to sign a contract

- Response: "I don't work without a contract for both our protection."

■ They want TFP (Time for Print/Trade for Portfolio) but you're established

- TFP is for beginners building a portfolio, not for paying clients
- Response: "I'm no longer doing TFP work, but my rates start at \$[X]."

■ They ask you to sign a release BEFORE discussing payment

- This is a tactic to lock you in before negotiating
- Response: "I'd be happy to sign a release once we finalize the contract and payment terms."

■ Vague usage terms ("We might use it for marketing")

- This could mean ANYTHING (social media, TV, billboards)
- Response: "Can you specify exactly where these images will be used so I can quote appropriately?"

■ They promise "great exposure" instead of payment

- Exposure doesn't pay bills
- Response: "I appreciate that, but I have a rate sheet for my services. How about we discuss a fair rate?"

■ They ask for "all rights" without extra compensation

- Giving up all rights means they can use your images forever, anywhere, without paying you again
- Response: "All rights usage is priced differently. For that level of usage, the fee would be \$[higher amount]."

■ **They pressure you to decide immediately**

- Legitimate clients give you time to review contracts
- Response: "I need 24 hours to review this contract. I'll get back to you tomorrow."

■ **They ask for nudes or implied nudity without proper context**

- If it's not for a legitimate publication/brand, it's a red flag
- Response: "Can you share more about the publication/brand and how these images will be used?"

Legal Considerations

****Protecting Yourself Legally****

1. Understand Model Releases

A **model release** is a legal document that gives the client permission to use your likeness (face, body, image) in their marketing materials.

Key points:

- You should ALWAYS know what you're signing
- Read the release carefully before signing
- If it says "all rights in perpetuity," you're giving up control forever
- You can cross out sections you don't agree with and initial it

When to sign a release:

- For commercial work where they're paying you fairly
- For editorial work in legitimate publications
- For portfolio work with photographers you trust

When NOT to sign a release:

- Before discussing payment
- If usage terms are vague
- If you're uncomfortable with the client
- If they won't show you the project details

2. Contracts Are Legally Binding

Once you sign a contract, you're obligated to:

- Show up on time
- Provide the agreed-upon services
- Follow through on your commitments

If you breach the contract, they can:

- Sue you for damages
- Demand a refund
- Leave negative reviews (which can hurt your career)

Pro tip: Always have an emergency clause in your contract:

> "In the event of illness, injury, or emergency, Model will provide 24 hours notice and work with Client to reschedule at no penalty."

3. Tax Considerations

As an independent contractor (self-employed model), you're responsible for:

- Paying self-employment tax (15.3% in the US)
- Filing quarterly estimated taxes (if you earn over \$1,000/year)
- Keeping receipts for business expenses (makeup, travel, wardrobe, etc.)

Hire a tax professional if you're earning \$10,000+/year from modeling.

4. When to Hire a Lawyer

You should consult an entertainment lawyer if:

- You're signing a major contract (over \$10,000)
- The contract includes exclusivity clauses
- The contract is over 5 pages long and complex
- You're signing with an agency
- You're doing international work
- You're uncomfortable with any terms

Cost: \$150-\$500/hour for a consultation (worth it for big contracts)

Self-Representation Checklist

Your Step-by-Step Guide to Being Your Own Agent

Before the Shoot:

■ Research the client

- Google their name/company
- Check reviews on social media
- Ask for references from other models they've worked with

■ Discuss details

- What's the project?
- What's the usage?
- What's the timeline?
- What's the compensation?

■ Send a contract

- Use one of the templates from this guide
- Customize it for your project
- Send via email and request signature

■ Collect deposit

- Request 50% upfront via PayPal, Venmo, or check
- Don't show up to the shoot until deposit clears

■ Confirm details 48 hours before

- Send a reminder email with date, time, location, and outfit details
- Confirm payment terms

On Shoot Day:

■ **Arrive on time** (10-15 minutes early is professional)

■ **Bring your contract** (physical or digital copy)

■ **Communicate professionally**

- Ask questions if something is unclear
- Speak up if you're uncomfortable
- Take breaks when needed

■ **Review images** (if possible)

- Ask to see some test shots
- Ensure you're happy with how you look

■ **Collect final payment** (if agreed upon for same-day payment)

■ **Thank the team**

- Professionalism goes a long way
- Ask when you can expect final images

After the Shoot:

■ **Send a thank-you email**

- Express gratitude for the opportunity
- Confirm delivery timeline for images

■ **Send an invoice** (if final payment is due)

- Include invoice number, due date, and payment method

- Follow up if payment is late

■ **Follow up on images**

- If you haven't received images by the agreed-upon date, send a polite reminder

■ **Request permission to share**

- Once images arrive, ask if you can share on your social media
- Tag the client/brand (free promotion for them!)

■ **Leave a review**

- If the experience was positive, leave a review or testimonial
- This helps other models know they're legit

Contract Templates (Copy & Paste)

****Template 3: Simple Agreement for Small Jobs****

MODELING SERVICES - SIMPLE AGREEMENT

Date: [DATE]

Model: [Your Name]

Client: [Client Name]

I, [Your Name], agree to provide modeling services for [Client Name] on [DATE] from [START TIME] to [END TIME].

Payment: \$[AMOUNT] due [upon completion / within 30 days]

Usage: [Social media / Website / Print / All]

Duration: [1 year / 2 years / Forever]

Both parties agree to these terms.

Model Signature: _____

Client Signature: _____

****Template 4: TFP (Time for Print) Agreement****

Use this ONLY if you're a beginner and building your portfolio.

TIME FOR PRINT (TFP) AGREEMENT

Date: [DATE]

Model: [Your Name]

Photographer: [Photographer Name]

We agree to a collaborative TFP shoot on [DATE] at [LOCATION].

Model provides: Time, modeling services, and personal wardrobe (if applicable)

Photographer provides: Photography services, editing, and final images

Deliverables:

- Photographer will deliver [NUMBER] edited images within [NUMBER] days
- Model will receive high-resolution digital files via [Dropbox/Google Drive]

Usage Rights:

- Both parties may use images for personal portfolios, social media, and self-promotion
- Credit must be given when images are shared:

Model: [Your Name / Handle]

Photographer: [Photographer Name / Handle]

Neither party may sell or license these images for commercial use without written consent from the other party.

Model Signature: _____

Photographer Signature: _____

Final Tips for Success

****1. Build Your Reputation****

- Always show up on time
- Be professional and easy to work with
- Communicate clearly and promptly
- Deliver what you promise

****2. Keep Learning****

- Study successful models' careers
- Follow industry news and trends
- Join modeling groups and communities (like RHC!)
- Take workshops on posing, branding, and business

****3. Network Strategically****

- Connect with photographers, brands, and other models
- Attend industry events and fashion shows
- Engage on social media with brands you want to work with

****4. Invest in Yourself****

- Update your portfolio regularly
- Maintain your health and fitness
- Practice posing and expressions
- Build your social media presence

****5. Know Your Value****

- Don't undervalue yourself to get work
- Charge what you're worth based on experience and market rates
- Walk away from clients who don't respect you

Resources & Tools

****Contract Templates****

- **This guide** (you're reading it!)
- Google "modeling contract template" for more options
- Consult with an entertainment lawyer for major contracts

****Invoice Tools****

- PayPal Invoice (free)
- Square Invoice (free)
- Wave Accounting (free)
- QuickBooks (paid, \$15/month)

****Tax Help****

- IRS Self-Employment Tax Guide: irs.gov
- Hire a CPA (Certified Public Accountant)
- Use TurboTax or H&R Block for filing

****Legal Help****

- American Bar Association (ABA) - Lawyer referrals
- LegalZoom - Online legal documents and advice
- Local entertainment lawyers (Google "entertainment lawyer near me")

****Industry Groups****

- **RHC Community** - Connect with models and photographers

- Facebook Groups: "Models Helping Models", "Fashion Model Network"
- Reddit: r/modeling

Conclusion

Congratulations! You now have the knowledge and tools to represent yourself, negotiate contracts, and protect your career as a model.

Remember:

- Always use contracts
- Know your worth
- Get paid fairly
- Protect your usage rights
- Be professional
- Never stop learning

RockHardChic (RHC) is here to support your journey. We don't take commissions—we give you the tools and platform to succeed on your own terms.

Now go out there and kick ass! ■

Questions?

Join the RHC community at **rockhardchic.com** to connect with other models, ask questions, and get support as you navigate your modeling career.

Your platform. Your career. Your time.

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