

18 U.S.C. § 2257 Records Keeping for Models Performing

A. I, _____ (print full legal name) (“Model”), understand that all the information required by this Agreement is required in compliance with United States federal law and any false statement or misrepresentation is a crime under United States law.

B. Two forms of identification, including at least one government issued photo ID, are required. Describe each, including number. Clear photocopies of each must be attached and the photocopies must be signed in BLUE ink by the artist.

(1) First form of identification: _____

(2) Second form of identification: _____

Birthdate: _____ (Month/Day/Year) Age: _____ SSN: _____

C. I have also used the following names, stage names, aliases, nicknames and married and/or maiden names: 1. _____ 2. _____
3. _____ 4. _____

If more than 4 please attach a separate sheet, signed by the model including the additional names.

MODEL’S SWORN STATEMENT: I, _____ (full legal name), pursuant to 28 U.S.C. §1746 and the penalties of perjury, under the laws of the United States, swear that the above is true and correct and that the ID which I have provided, a copy of which is attached and signed by me, was lawfully obtained by me and has not been forged or altered.

Today’s Date: _____

Signature: _____
Model’s Signature (using full legal name)

PRODUCER’S / PHOTOGRAPHER’S SWORN STATEMENT: Pursuant to 28 U.S.C. §1746 and the penalties of perjury under the laws of the United States, I swear that I have personally examined the Model’s ID containing the date of birth set forth above, that I have personally questioned the Model regarding the answers given in this document, and that I have observed that Model execute this document and sign the attached copy of the ID. In addition, I swear that the date set forth below is the date on which production involving this model occurred.

Date of Production: _____ Location of Production: _____

TITLE or ALPHA/NUMERIC description: _____

Print Name of Producer

Signature of Producer

NOTE: THIS DOCUMENT TO BE KEPT SEPARATE FROM ALL OTHER RECORDS

MODEL RELEASE AND GRANT OF RIGHTS

As of the date written below, for the consideration set forth herein, _____ (“Model”, “my” or “I”) and _____ (“Producer”), hereby agree as follows:

1. WARRANTS. Model warrants and represents that: 1. The information and government issued photo identification produced and attached to this Agreement is correct and valid; 2. I am at least eighteen (18) years of age or older, and I have the capacity to enter into this Agreement; 3. my performance of sexual activities is completely voluntary; 4. I do not have any health condition or sexually transmitted diseases that would expose others to negative health conditions from engaging in sexual activities with me; and 5. I am signing this contract and performing my duties hereunder of my own volition and not under the influence of any drugs, legal or not, or alcohol.

2. SERVICES. Model will render services as an actor/performer for one or more films or performances at the direction of and for Producer, at such times, dates and places as Producer shall set forth. Model agrees to render such services on an exclusive basis for those dates, times and places. Model further agrees to render such services including, but not limited to, pre-production services, services at other times designated by the Producer until the film(s) and/or performance(s) are complete.

3. GRANT OF RIGHTS. a. Model hereby assigns any and all rights Model may have in any performance for Producer to Producer. Model acknowledges that Producer shall solely and exclusively own all rights in the performance and any photographs or films resulting therefrom, including any and all proceeds. Model grants to Producer the following specific perpetual and exclusive rights in connection with any and all results, products and proceeds of the Performance: 1. To reproduce all or any part of the Model’s performances, acts, poses, sounds, gestures and appearances of every kind made or done by Model in connection with Model’s performance of duties under this agreement (the “Performance”); 2. To reproduce Model’s voice and all musical instrumental or other sounds created by Model, if any, in connection with the Performance (the “Audio”), and reproduce, issue, sell, and transmit the same, either separately or in conjunction with the Performance, or any part thereof; 3. To exhibit, sell, assign, license, transmit, and reproduce any and all works, films or Audio resulting from the Performance in whatever form and format as Producer may chose, in Producer’s sole discretion, whether now known or unknown; 4. To use the Performance and/or the Audio in connection with any and all advertising; 5. To use the Performance and/or the Audio or any part thereof, as a portion of a motion picture, website, or other work, and for the advertising thereof, and in connection with the sale of any by-products or merchandise relating thereto, and to reproduce and/or transmit the same by and in any media; 6. Edit and revise the Performance and Audio in any manner as Producer may, in Producer’s sole and absolute discretion, chose; the perpetual nonexclusive right to use Model’s name, any and all stage names and aliases, and biography and reproductions of Model’s likeness and/or voice in connection with advertising and exploitation of any work embodying the Performance and/or Audio; and to exploit any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity or service manufactured, distributed or offered by Producer.

b. Model hereby assigns to Producer all now or hereafter existing rights of every kind and character whatsoever, and the complete, unconditional and unencumbered title throughout the world in any and all languages in and to the results and proceeds of Model’s services and performances pursuant to this Agreement, and any and all material, works, writings, ideas, ‘gags,’ characters created, or dialogue composed, submitted or interpolated by Model in connection with the preparation for and production of the Performance. All such material, and the copyright therein, is hereby conveyed to Producer.

4. COMPENSATION. In complete consideration for the services rendered and to be rendered under this Agreement, Producer agrees to pay Model \$_____.

5. WAIVERS. Model acknowledges and agrees that: a. The Performance and/or Audio may be utilized in conjunction with sexually graphic or explicit materials; b. Producer shall have no obligation to release, complete or in any way utilize the Performance and/or the Audio; c. Model shall have no right to inspect or approve any product in connection with the Performance; d. Producer reserve the right to use any distortion, alternation, retouching, optical illusion, special effects and his employer, employees, agents, attorneys and assigns from any liability for and by virtue of blurring, distortion, alteration, retouching, optical illusion, or use of the Performance and/or Audio Portion which may hold Model in a false or unfavorable light, whether such action is intentional or otherwise. e. Model releases Producer, and his employer, employees, agents, attorneys and assigns from any and all claims arising out of this agreement or the use of the Performance and/or Audio including, without limitation, right of publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional), negligence, intellectual property, claims relating to disease or illness (including STD's), pregnancy, and all other such claims whether or not listed above. f. Model hereby specifically acknowledges that certain records containing personal identification information may be transmitted to subsequent purchasers or licensees or assigns of the Producer with respect to the Performance, including but not limited to any records compiled for this contract. Model hereby releases and agrees to hold harmless the Producer and Producer's assigns and/or licensees with regard to the sharing of any and all personal information.

6. ASSIGNMENT. Model acknowledges and agrees that Producer may assign this Agreement, in whole or in part, including all rights and waivers contained herein, to the benefit of whomever Producer may choose, without consulting or informing Model.

7. OTHER DOCUMENTS AND ACTS. Each party hereto agrees to execute (with acknowledgment where necessary) and deliver all documents and instruments and to perform such further acts as may be necessary to carry out the agreements set forth herein including but not limited to Records Keeping Compliance forms mandated by 18 U.S.C. § 2257, and/or 28 C.F.R. Sec. 75.1, et seq.

8. MISCELLANEOUS

The undersigned parties understand that the Performance is adult-oriented entertainment and will be used to create and market adult-oriented content and products. The undersigned certify that they have entered this agreement of their own free will, and not under the influence of any drugs (whether prescription or illegal), alcohol, or other mind-altering substance. Model reads, writes and understands the language of this agreement. Model does not suffer from any mental or physical impairment that would prevent Model from understanding the nature of this Agreement or the terms thereof. Model executes and agrees to the terms hereof voluntarily, free of any duress or coercion, and is not under the inducement of any promise not set forth in this document. The undersigned represent and warrant that they are each over the age of 18, and that each has read the foregoing and fully understand the meaning and effect thereof, and are fully authorized to execute this and fully intend to be legally bound.

PRODUCER: Date: _____

MODEL: Date: _____

Print Name of Producer's Representative

Print Name of Model

X _____
Signature of Producer's Representative

X _____
Signature of Model

Title of Producer's Representative (if applicable)