

## Electric Tiger, LLC. TFP Agreement Form

This agreement constitutes a binding agreement between Electric Tiger, LLC (an Arizona company located at 7322 E. 38th St., Suite 3D, Tucson, Arizona, Pima County, 85730)

(hereafter referenced as "Producer") and \_\_\_\_\_  
(hereafter referenced as "Talent") regulating the ownership and use of digital photographs, video, audio, data, and other media, still or moving, and derivative works based thereupon (collectively hereafter referenced as "Media") recorded by Producer of Talent on the date of \_\_\_\_\_ (hereafter referenced as "Shoot Date") for all lawful purposes, subject to the terms and conditions described below.

The basis for this agreement is a commercial arrangement wherein the Talent agrees to accept a like-kind arrangement in the form of the receipt of promotional Media as equivalent monetary consideration for the Talent's work, time, and efforts. For these Media and services, benefits

shall not exceed \$600.00 unless initialed and dated here (\_\_\_\_\_|\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_) by Producer. The following are approximations to accurately value media production and relevant compensatory exchanges as defined in this agreement. Talent shall receive the following processed Media files delivered to Talent by Producer in the quantity and format described below:

### Media Production:

Cost of media production for \_\_\_\_\_ hours: \$ \_\_\_\_\_

### Physical Prints:

11x14" \_\_\_\_\_ (\$25 each) | 8x10" \_\_\_\_\_ (\$15 each)

Other: (qty) \_\_\_\_\_ (dimensions) \_\_\_\_\_ x \_\_\_\_\_ (in) (\$ \_\_\_\_\_ each)

### Digital Image Files:

Minimum Quantity: 30 images. Value of \$10/image: \$ \_\_\_\_\_ (total)

CD/DVD copies: \_\_\_\_\_ (qty) (\$35 each disk) (requires physical address for delivery)

Digital Retouching: \_\_\_\_\_ (qty) (\$65/hour)

### Video Files (Promotional video of Talent by Producer)

Video at (size) \_\_\_\_\_ x \_\_\_\_\_ at \_\_\_\_\_ sec (\$300 for every 30 seconds)

Final format is usually a compressed MP4 at 720P HD for YouTube, Vimeo, Facebook, etc.

### Media Upload and Storage

Images will be held on Producer's DropBox site upon upload of any relevant Media for a period of no more than 90 days. Talent will be notified by email and must have a valid email address in order to access Media files. It is the Talent's sole responsibility to ensure download of any and all images once final images are delivered. (\$150)

Talent email address: \_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_ Initials (both)

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Delivery of final Media shall take place in a timely manner not to exceed 30 (thirty) days after the Shoot Date unless otherwise requested in writing, by Talent. Delivery is at the sole discretion of the Producer. Final delivery of any and all Media constitutes the whole obligation of Producer towards Talent.

Deliverable image sizes are both "large" or "original" image sizes and "share" or "small" images. Final Media sizes are at the sole discretion of the Producer. All available, high-quality images files will be used to meet the Minimum Quantity above. Final decision as to delivered images is at the sole discretion of the Producer. All Media will be corrected for color, lighting, exposure, white balance, contrast, etc. as deemed necessary and prudent by Producer.

Any and all further retouching must be performed by the Producer or with Producer's prior, express, written permission. Talent will be charged by Producer for any and all additional retouching or modification to delivered images, including, but not limited to removal of copyright, cropping, digital filtering, at the Producer's sole discretion.

Talent agrees that copyright, moral rights, and any and all applicable intellectual property rights to the Media belong to Producer and/or his or her heirs, licensees or assigns, with full right of lawful disposition in any manner.

Talent agrees that, while he/she may use the Media for purposes related to the promotion of the Talent, including, but not limited to advertising, portfolios, composite cards, exhibition, contests, social media and promotional web sites, Talent will not sell or otherwise transfer publication rights to any of the Media without Producer's prior written consent.

Talent understands that the Producer is the author of all Media when copies of the Media are presented to the public and shall communicate this understanding to publishers, designers and other third parties that act on the Talent's behalf to create presentation material using the Media.

Talent agrees that the Media shall not be cropped, altered, filtered or distorted in any way when used to promote Talent's businesses. Any watermark and/or copyright notice that appear as part of a photo, video or other form of Media must be left intact.

Talent releases and agrees to hold Producer and/or his or her heirs, licensees or assigns, harmless from any and all claim or liability in connection with the publication or use of these images in any manner or form whatsoever under this agreement. Talent hereby affirms that all poses, positions and situations enacted in the Media covered in this agreement were entered into without force, coercion, or threat whatsoever, and were executed freely by Talent with Talent's full consent. Talent further agrees to hold blameless and free of all accusation of such force or coercion the Producer, his legal representatives, assigns, and those acting under his permission.

For any and all legal purposes, this agreement is executed in the United States of America, State of Arizona, County of Pima, and City of Tucson.

By signing below, both Talent and Producer agree to execute and make binding the terms specified in this agreement.

Signed:

Dated:

Signed:

Dated:

\_\_\_\_\_  
Jonathan Ziegler, Producer

\_\_\_\_\_  
Talent

\_\_\_\_\_|\_\_\_\_\_  
Initials (both)