

**MODEL / TALENT RELEASE & PROPERTY CLEARANCE AGREEMENT FOR
IMAGES LICENSED THROUGH GEKKO IMAGES**

This agreement is made on the _____ 20__ and is entered into between the model / talent or the property owner identified below (“Releasor”), the photographer identified below (“Photographer”) and Gekko Images Pty Limited (“Gekko”).

Party	Name / Company	Address & Email
Releasor		
Photographer		
Gekko	Gekko Images	www.gekkoimages.com.au

In consideration of the Royalty described below, the Releasor hereby gives the Photographer and Gekko the irrevocable right and permission to use all images and photographs of the Releasor (or of the Releasor’s property) that are taken by the Photographer (or the Photographer’s agents) and uploaded on the Gekko website by the Photographer (“Images”). Photographer and Gekko may use the Images indefinitely in all forms and media and in all manners, including alterations and composite representations, for any purpose without restriction (commercial or otherwise) and without further compensation to the Releasor.

The Releasor releases the Photographer and Gekko from any claims for remuneration or other compensation associated with any form of damage, whether foreseeable or not, sustained or suffered by the Releasor (or any other person), associated with the commercial or artistic use of the Images. The Releasor waives any right to inspect or approve the Images or any use of the Images. The Releasor acknowledges that at all times the Photographer retains the copyright subsisting in the Images and owns the Images.

Gekko will pay on behalf of the Photographer a Royalty to the Releasor upon the following conditions: (a) the Royalty will be paid by Gekko (via electronic funds transfer) once only for each licence of an Image granted by Gekko on the Photographer’s behalf to a third party via the Gekko website; (b) the Royalty will only be paid to the Releasor once payment has been received by Gekko for the licence of an Image; (c) the Royalty amount (minimum 10% of licence fee paid to Photographer by licensee of Image) and usage data will be as stated on the Gekko website, Annotation Data, for a given Image; and (d) the Royalty will not be payable until the Releasor has signed this Model / Talent Release & Property Clearance agreement, Gekko has been provided with this original signed Model / Talent Release & Property Clearance agreement by the Photographer and the Releasor has registered their details with Gekko via the Gekko website in the manner indicated and agreed to the Gekko Model / Talent & Property Clearance terms and conditions appearing upon the Gekko website from time to time.

The Releasor acknowledges being at least 18 years of age and legally competent to enter into this contract in his or her own name.

Signature of releasor
