

**Testimonial Release
(with SAG/AFTRA provision)**

In consideration of the payment provided below and other valuable consideration, receipt whereof is hereby acknowledged, I hereby agree as follows:

1. I hereby give and grant to _____ ("Agency") and its client _____ ("Advertiser"), and their respective licensees, successors and assigns (herein collectively called the "licensed parties"), the right to use, publish and copyright my name, voice, picture, portrait and likeness in any and all media and types of advertising and promotion of _____, a product or service of Advertiser, as follows:

Term of Use ("Term"):

Scope of Use:

Territory:

Compensation:

Special Provisions:

2. I agree that all photographs of me used and taken by the licensed parties are owned by them and that they may copyright material containing same. If I should receive any print, negative or other copy thereof, I shall not authorize its use by anyone else.

3. I agree that no advertisement or other material need be submitted to me for approval and the licensed parties shall be without liability to me for any distortion or illusionary effect or other adverse result arising from the publication of my picture, portrait or likeness.

4. I warrant and represent that this license does not in any way conflict with any existing commitment on my part. I have not heretofore authorized (which authority is still in effect), nor will I authorize or permit for the Term hereunder, the use of my name, picture, portrait, likeness or testimonial statement in connection with the advertising or promotion of any product or service competitive to or incompatible with _____.

5. I further grant to the licensed parties the option, exercisable in their sole discretion, to use any filmed or taped performance of me for television and radio commercials on behalf of Advertiser. I understand that my compensation in the event of such use shall be an amount equal to the scale fees payable under the applicable SAG or AFTRA

Commercial Codes, and that such amount shall be payable only if and when required by such Codes. I acknowledge that this fee for such additional use of my performance has been separately bargained for by me and I understand that my agreement to the terms of this Release is not a condition to my employment as a performer in any commercials.

6. I further agree that the licensed parties will have the right to attribute the statement attached or set forth below (or statements in different words which have substantially the same meaning) to me, which is an expression of my personal experience and belief.

[Statement]

7. I agree that to the extent I shall require a product or service in its category, I shall continue to use Client's product or service during the Term.

8. Nothing herein will constitute any obligation on the licensed parties to make any use of the rights set forth herein.

Signature

Address

Date

If model is not yet twenty-one (21) years old, complete the following form:

I, the undersigned, hereby warrant that I am the _____* of _____, a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by the above Release.

Signature of Parent or Guardian

Address

Date

*Insert the word "parent" or "guardian," as appropriate.

/Form #4