

Property Release Agreement

Only the owner or authorized representative of the property can fill out this release form.

Full name: _____

Email address: _____

Phone number: _____

Street and number: _____

Apartment or unit: _____

City: _____

State: _____

Zip code: _____

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1. Owner or Authorized Representative

As owner or authorized representative of the Property and by signing this release, I give the Photographer / Filmmaker and Assigns my permission to create and use the Content depicting the Property in any Media, for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Content may be combined with other content, text and graphics and cropped, altered or modified.

2. Ownership of Work Product by Photographer

2.1 Ownership of Work. Photographer will own all right, title and interest in all Work Product. Client (on behalf of itself and any attendees or participants at the photo shoot) hereby grants Photographer and any of its service providers an exclusive, royalty-free, worldwide, irrevocable, transferable and sublicensable license to use any materials created by Client or attendees, during the performance of the Services, that may be protected by copyright or any intellectual property rights ("Client Materials") as part of any Work Product or in connection with the marketing, advertising or promotion of Photographer's services, including in connection with Photographer's studio, portfolio, website or social media, in any format or medium. Client acknowledges and affirms that no other person or entity has any rights that may prevent or restrict Photographer from using Client Materials as provided herein.

3. Limited License to Client

3.1 Personal Use. Photographer hereby grants Client an exclusive, limited, irrevocable, royalty-free, non-transferable and non-sublicensable license to use Work Product for Client's Personal Use, provided that Client does not remove any attribution notices or copyright notices included by Photographer in any Work Product. "Personal Use" includes, but is not limited to, use (i) of photos on Client's personal social media pages or profiles; (ii) in Client's personal creations, such as scrapbooks, albums or personal gifts; (iii) in non-commercial physical display; and (iv) in personal communications, such as family newsletter, email, or holiday card. Client will not make any other use of the Work Product without Photographer's prior written consent, including but not limited to use of the Work Product for commercial sale.

4. Indemnity and Limitation of Liability

4.1 Indemnification. Client agrees to indemnify, defend and hold harmless Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to the Services and or Work Product Photographer provides to Client.

4.2 Force Majeure. Neither party shall be held in breach of or liable under this Agreement for any delay or non-performance of any provision of this Agreement caused by illness, emergency, fire, strike, pandemic, earthquake, or any other conditions beyond the reasonable control of the non-performing party (each a "Force Majeure Event"), and the time of performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. If such Force Majeure Event persists for more than 60 days, the party not affected by the Force Majeure Event may terminate the Agreement and any prepaid fees for Services not performed (other than the Retainer) shall be returned within 15 days of the date of termination of the Agreement.

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4.3 Failure to Deliver . Photographer shall not be held liable for delays in the delivery of such Work Product, or any Work Product undeliverable, due to technological malfunctions, service interruptions that are beyond the control of Photographer (including as a result of delays in receipt of instructions from Client) and for Work Product that fails to meet the specifications set out in Section 1.1 due to the actions of Client or attendees or participants at the photo shoot that are beyond the control of Photographer (e.g., camera flashes).

4.4 Maximum Liability. Notwithstanding anything to the contrary, Client agrees that Photographer's maximum liability arising out of or related to the Services or the Work Product shall not exceed the total Fees payable under this Agreement.

5. General

5.1 Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

Photographer's Email:

Client's Email:

5.2 Survival. Articles 1, 2, 3 and 4 will survive termination of this Agreement.

5.3 Governing Law. This Agreement will be governed by the laws of Florida, United States Of America

5.4 Amendment. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the parties.

5.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings both formal and informal.

5.6 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction, that provision or part thereof will be severed from this Agreement and the remaining part of such provision and all other provisions will continue in full force and effect.

Photographer/Filmmaker

Tom McConnell, St Augustine, Florida, United States

Signature: _____

Date: _____