

# Property Release

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 (excluding defamation and / or pornography) 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. I agree that all rights to the Content belong to the Photographer / Filmmaker and / or Assigns.

Unless permission is obtained, Photographer / Filmmaker and Assigns agree that the Property's owner, tenant and / or location (with the exception of reference to general region, country or state) will not appear in the Content caption or in any other information presented with the Content for licensing purposes and all trademarks, names, and logos will be removed from the Content prior to promotion, marketing and licensing.

I agree that I have received Consideration for the rights granted in this release. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer / Filmmaker and / or Assigns. I acknowledge and agree that this release is binding upon my heirs if applicable, assigns or any person claiming an interest in the Property. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the country / state from the following list that is nearest to the address of the owner or authorized representative given opposite: New York, Alberta, England, Australia and New Zealand.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the relevant Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of the Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used.

I represent and warrant that I am at least 18 years of age. I have the full legal capacity and right to execute this release and grant the rights herein granted with respect to the Property, and to bind all persons claiming an interest in the Property.

## Definitions:

"ASSIGNS" means a person or any company to whom Photographer / Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENTS" means all photographs, film or recording, still or moving, taken of the Property as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented. "PHOTOGRAPHER / FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording the Property. "PROPERTY" means the place and or property (real estate or intellectual property) that is the subject of the Shoot. "SHOOT" means the photographic or film session described in this form.

## Attach Visual Reference of Property here:

(Aligned to top right-hand corner if larger than box.)

For example, Polaroid, drivers license, print, photocopy, etc.

## Photographer/Filmmaker Information

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date signed (DD/MM/YEAR) \_\_\_\_\_

Shoot Description/Ref. (if applicable) \_\_\_\_\_

Shoot Date (DD/MM/YEAR) \_\_\_\_\_

Photographer Phone Number \_\_\_\_\_

**Property Information** (Describe property covered by release including address if real estate or, if intellectual property, details of any registration / other description.)

Description \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

**Ownership Information** (check one box as applicable)

Individual Owner  Corporate Owner

Authorized Representative of Corporate Owner

Individual or Employee Name (print) \_\_\_\_\_

\_\_\_\_\_

Name of Corporation (if applicable) \_\_\_\_\_

\_\_\_\_\_

Title/Position (if applicable) \_\_\_\_\_

Signature \_\_\_\_\_

Date signed (DD/MM/YEAR) \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

**Witness** (NOTE: All persons signing and witnessing must be of legal age and capacity in the area in which this Release is signed. A person cannot witness their own release.)

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date signed (DD/MM/YEAR) \_\_\_\_\_