

# PROPERTY RELEASE

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This Property Release (this "**Release**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER NAME], residing at or with a principal place of business at [OWNER ADDRESS] (the "**Owner**"); and [PHOTOGRAPHER / PRODUCER / COMPANY NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "**Producer**").

Owner and Producer are each a "**Party**" and together the "**Parties**."

**Recitals.** Producer wishes to photograph, film, or otherwise record the property described below and to use the resulting images in connection with [PROJECT / SHOOT DESCRIPTION] (the "**Project**"). The Owner controls the property and is willing to grant Producer the rights to depict it on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. The Property and Definitions

**1.1 Property.** "**Property**" means the real or personal property described as [DESCRIBE THE PROPERTY: e.g. the building and grounds at [ADDRESS]; the artwork titled [NAME]; the vehicle with VIN [NUMBER]; the trademarked product], including its name, distinctive features, design elements, signage, and any trademarks or logos appearing on it.

**1.2 Images.** "**Images**" means all photographs, video, audio, film, digital files, and other recordings depicting the Property created in connection with the Project, together with reproductions, derivatives, composites, and edits.

**1.3 Media.** "**Media**" means all media and formats now known or later developed, including print, digital, broadcast, streaming, social media, and display.

## 2. Grant of Rights

**2.1 Consent to depict.** The Owner irrevocably grants Producer, and its licensees, successors, and assigns, the perpetual, worldwide, royalty-free right to photograph and record the Property and to use, reproduce, edit, publish, display, distribute, and exploit the resulting Images in all Media.

**2.2 Permitted uses.** The Images may be used for [SELECT / DESCRIBE: e.g. advertising, marketing, editorial, portfolio, stock licensing, set dressing, commercial products]. Subject to Section 2.3, Producer may use the Images for any lawful purpose consistent with these permitted uses.

**2.3 Limitations.** The following limitations apply (delete if none): [e.g. no use that disparages the Property or Owner; no use implying Owner's endorsement of a product; no depiction of the interior beyond the rooms accessed; usage limited to the campaign described]. Producer will not represent that the Owner endorses any product or service unless separately agreed in writing.

2.4 **Edits.** The Images may be cropped, retouched, color-corrected, composited, or otherwise altered, except for alterations prohibited by the limitations above.

### 3. Access and Conduct

3.1 **Access window.** The Owner grants Producer and its crew access to the Property on [DATE(S)] from [START] to [END] for the purpose of the Project. Access is limited to the areas the Owner designates.

3.2 **Care of Property.** Producer will use reasonable care, will not make permanent alterations without the Owner's written consent, and will restore the Property to substantially its prior condition at the end of the access window.

3.3 **Compliance.** Producer will comply with the Owner's reasonable rules, any applicable permits, and applicable law while on the Property, and will not create a nuisance or unsafe condition.

### 4. Compensation

4.1 **Consideration.** In exchange for this Release, the Owner acknowledges receipt of [\$ AMOUNT / "the agreed location fee" / "good and valuable consideration, the sufficiency of which is acknowledged"] as full and complete compensation for the rights granted.

4.2 **No further payment.** Except as stated above, the Owner is not entitled to any further payment, royalty, or residual for any authorized use of the Images.

### 5. Owner's Representations

5.1 **Authority.** The Owner owns, leases, or otherwise controls the Property and has the full right and authority to grant the rights in this Release. If the Owner acts on behalf of an entity, the signer is authorized to bind that entity.

5.2 **No conflicts.** The granting of these rights does not conflict with any other agreement binding on the Owner, and to the Owner's knowledge no third-party consent is required that has not been obtained.

5.3 **Voluntary.** The Owner has read this Release, understands it, and is signing it voluntarily, having had the opportunity to seek independent advice.

### 6. Release and Risk

6.1 **Release of claims.** To the fullest extent permitted by law, the Owner releases Producer and its licensees, successors, and assigns from any and all claims arising out of the authorized use of the Images, including claims for invasion of privacy, trademark or trade-dress concerns relating to the depicted Property, and any claim based on alteration or composite use, subject to the limitations in Section 2.3.

6.2 **Producer's responsibility for damage.** Producer remains responsible for physical damage to the Property caused by Producer or its crew during the access window, beyond ordinary wear from authorized use.

6.3 **Limitation of liability.** Except for the matters above, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of this Release.

### 7. Insurance and Indemnity (optional)

7.1 **Insurance.** Producer [WILL / WILL NOT] maintain general liability insurance of at least [\$ AMOUNT] covering the access window and, if requested, will name the Owner as an additional insured and provide a certificate of insurance.

7.2 **Indemnity.** Producer will indemnify the Owner against third-party claims for bodily injury or property damage to the extent caused by Producer's or its crew's negligence during the access window, subject to Section 6.3.

8. General Provisions

8.1 **Governing law and venue.** This Release is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 **Entire agreement; amendment.** This Release is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.3 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect, narrowed to the extent needed to make it enforceable. A Party's failure to enforce a provision is not a waiver.

8.4 **Binding effect.** This Release binds and benefits the Parties and their heirs, successors, licensees, and assigns.

8.5 **Counterparts and electronic signature.** This Release may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

OWNER	PRODUCER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE]
Date: _____	Date: _____

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