

**Photo Release Agreement for Property**

**Date:**

The parties to this release agreement are:

Person / Entity Names: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

(Hereinafter referred to as "the Owner") with regards to a specific Property identified as:

AND



Names: **Moon and Skye Photography – Byron Hlina**

Address: **8421 Summersprings Lane, Raleigh, NC 27615**

Telephone and Email Address: **919-740-6723; [moonandskyephoto@gmail.com](mailto:moonandskyephoto@gmail.com)**

(Hereinafter referred to as "the Photographer")

Whereas for valuable consideration hereby acknowledged as received, the Owner granted the Photographer permission to photograph the Property and furthermore grant permission to use the resulting work ("the Work") according to the terms stated hereunder:

1. Any permission granted to the Photographer shall extend to his/her successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual without any further or additional claim for compensation by the Owner.
2. Permission is specifically granted for the Work to be edited, altered, distorted, used in whole or in part, in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions.
3. Permission herein granted is absolute and final and shall not be subject to further inspection or approval by the Owner at any stage in the use of the Work.
4. Use of the Work shall be unrestricted as to location, quantity or frequency, may be for any purpose and in any medium whatsoever, whether foreseen or unforeseen at this time, except where such use is in contravention of the law.
5. Use of the Work may be in conjunction with the Property's name or description where applicable.
6. The Photographer shall own all rights in the Work which shall accrue to the benefit of his/her successors, legal representatives and assigns.
7. Notwithstanding the above, the following **uses** are specifically noted and agreed to, and specific **exclusions** for use listed here shall take precedence and restrict the use of the Work accordingly:

Allow the photograph(s) to be

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a. Displayed on the Photographers web site               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b. Used by the Photographer to show to new/old client(s) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c. Used by the Photographer to show on Instagram/Twitter | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Other instructions:

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8. The Owner warrants having read and understood this Photo Release Agreement and warrants being the Owner, and being of legal age and competency and with every right to enter into an agreement.
9. With full knowledge of the above, the Owner hereby releases and shall hold harmless the Photographer and his/her successors, legal representatives, licensees and assigns from all claims or damages including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the Work.
10. The Owner agrees that the provisions contained herein shall be binding upon his/her successors, legal representatives and assigns.
11. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of **North Carolina** and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.
12. The parties agree that any or all parts of this agreement may be submitted to the other party in legible and recordable electronic form and upon acknowledgement of receipt by the receiving party shall become valid parts of the agreement.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Declaration by an Employee or Agent signing on behalf of Corporate Ownership**

I \_\_\_\_\_ hereby warrant that I have the authority to execute the above agreement and sign on behalf of the Owner in my capacity as \_\_\_\_\_ of the Corporation identified as the Owner.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Photographer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** In paragraph 7. of this photo release form we provide space where sensitive issues can be addressed, specific locations / countries can be excluded or uses may be excluded. For example: An Owner may stipulate that ownership or the location of the property may not be disclosed. Similarly, if the Photographer intends to use an image of a house alongside an article on drug activities in the suburbs for example, that should be noted too. Both Photographer and Owner must initial where any additions or alterations are made by hand.