

## Photo Release and Rights Agreement for Property Photos and Videos

The parties to this release agreement are:

Owner/Or Representative and Burns Photo/Cinema (Photographer)

Owner or Representative has 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 Client shall own all rights in the Work once payment is received the Photographer, but will allow the photographer to use the work for promotional purposes at any time.
7. 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.
8. 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.
9. The Owner agrees that the provisions contained herein shall be binding upon his/her successors, legal representatives and assigns.
10. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Texas 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.
11. 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.