

PROPERTY RELEASE FORM

PROPERTY: [insert address details] (the “**Property**”)
AGENCY: [insert] (the “**Agency**”/“**you**”)
OWNER (or authorised representative): [insert] (the “**Owner**”/“**I**”/“**me**”)
PRODUCTION: [insert details of campaign] (the “**Production**”)

1. In consideration of the Agency’s reliance on this Property Release Form and the payment of [£x insert consideration] (the “**Fee**”) to me, the receipt of which I hereby acknowledge, as the Owner or the authorised representative of the Owner, I agree to make the Property available to the Agency for inclusion in the Production.
2. In consideration of the Fee, I irrevocably consent to and authorise the use and reproduction by you, or anyone authorised by you, of any and all photographs which you have this day taken of the Property described above, negative or positive, mechanical or electronic, for any purpose whatsoever, without restriction, and without further compensation to me. All negatives, positives, video or audiotapes, electronic files, together with any prints shall constitute your property, solely and completely.
3. I irrevocably release the Agency from all liability of whatsoever nature arising as a result of the portrayal of the Property in the Production. I also release and discharge the photographer, his legal representatives, assigns, licensees, employees, heirs, or any person or corporation acting under the permission of the photographer, including any firm publishing or distributing the finished product and/or Production, even though the finished product may be distorted, blurred, altered or used in composite forms, in conjunction with factual or fictional text, either intentionally or otherwise.
4. I hereby waive any right to approve the finished photograph or any copy, which might be used in conjunction with the finished photograph or Production. The Agency gives no guarantee that the production of the Production will proceed to completion and the Agency is not obliged to include the Property in the Production.
5. I hereby agree that I shall not at any time do anything detrimental to or say anything detrimental about the Production, the Agency or any persons involved in or associated with the Production.
6. [I further agree that I will not grant any licence to any other party in respect of the Property for the purposes of including the Property in any advertising or marketing materials for any other products or services.]

7. The Agency shall not be liable to me or my legal representative for any loss or damage or injury to me or my Property caused or suffered in connection with the Production unless directly caused by the negligence of the Agency and recoverable on that ground.

8. I certify that I am the Owner or authorised representative of the Owner of the Property described, and I agree to the terms of this release without reservation, and further agree to indemnify the photographer, his heirs, assigns, employees, and anyone authorised by him, in the event that this statement is not true. This Property Release Form shall be binding upon the undersigned and his/her/its heirs, legal representatives, successors, and assigns.

9. I agree not to disclose any information of any nature relating to the Production, materials relating to the Agency, or any of the Agency's general affairs to any person.

10. This release shall be binding upon, and shall inure to the benefit of, my heirs, executors, administrators, successors and assigns.

11. This release constitutes the entire agreement between me and the Agency save that nothing herein shall exclude liability for fraudulent misrepresentation.

12. I agree that this release form shall be governed by the law of England and Wales and that any dispute arising in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed by the Agency:

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Signed:

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The Owner (or authorised representative of the Owner) of the above mentioned Property