



## 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.

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.

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 sublicensees / 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.



## Charges

The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

1. Deposit and Payment. The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. Balance shall be paid in full during or before the event for the service to be provided. On signing of this agreement by both parties hereto, the Studio will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the event becomes cancelled for any reason.

The service fee is \_\_\_\_\_ includes \_\_\_\_\_ hours of photography. A deposit of \_\_\_\_\_ is due at the signing of this agreement, with a further payment of all necessary expenses (unless otherwise specified) such as films cost, development, batteries, parking, fuel, travel, taxi, hotel charges, etc., to be paid at the date of the event. No photography will take place and no rights are granted until timely payment is made in full. Late payment fees may apply. The fee is non refundable in case of cancellation or date change by client.

2. Failure to Perform. If Photographer cannot perform this Agreement in whole or in part due to fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Photographer will return all fees to Model but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Model agrees to limit Photographer's liability to the amount paid under this contract.

3. Photographer's Standard Price List. The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

## Package Contents

Package Type & Number of hours \_\_\_\_\_ Price \$ \_\_\_\_\_

Additional Fee \_\_\_\_\_ Price \$ \_\_\_\_\_

Balance Due \_\_\_\_\_ [  ] Website [  ] Picture CD

Total \$ \_\_\_\_\_



**Photographer and Shoot Information**

Name: Cloudberry Creative Studio, LLC / Photographer Evelina Yulianova

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

Shoot Location / Description: \_\_\_\_\_

\_\_\_\_\_

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

**Property Information**

Description: \_\_\_\_\_

Property / Location Address: \_\_\_\_\_

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

Country: \_\_\_\_\_

Ownership Information \_\_\_\_\_

Type:  Individual       Owner       Corporate       Owner

Authorized Representative Name: \_\_\_\_\_

Title / Position: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature \_\_\_\_\_

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