

PROPERTY RELEASE

THIS PROPERTY RELEASE ("Agreement") is dated _____ [date] and is made between [the Contributor], including all of its subsidiaries, ("the Contributor"), and the undersigned property owner ("Owner"). The parties agree as follows:

1. For good and valuable consideration herein receipt of which is acknowledged, the Owner being the legal owner of and/or having authority to grant the rights in this Agreement in respect of the property designated as

_____ (the "Property")

hereby gives, grants and assigns to [the Contributor] the right, consent and permission, without any further recourse or payment to the Owner, to take and use photographs and/or films in whatever format of such Property (the "Images") and to reuse, publish, copy, create digitised images of, adapt, distribute, broadcast, display, modify, and otherwise utilise for any purpose the Images, alone or with other materials including, but not limited to, text, other images, animation, video or audio segments of any nature, by any means, methods and technologies now known or hereafter to become known. [The Contributor] shall have the right to embody the Images, alone or with other materials, in any computer-readable, print, broadcast or other media or format, now known or hereafter to become known.

2. The current and future Owner does not and shall not have any intellectual property or other proprietary rights in (a) any products created, designed, manufactured or produced, using in any manner the appearance, likeness or form of the above-described property, by [the Contributor], including without limitation any computer-readable media, computer programs, audiovisual displays, printed material, advertising packaging and/or artwork created (the "Products"), and (b) the Images and any uses that [the Contributor] makes of them. [The Contributor] shall have the right to use, edit, adapt, alter, make additions to or deletions from the Images, without limitation, in connection with the creation, development, production, manufacture, packaging, distribution, promotion and use of Products, and the Owner shall have no right of approval over such use, the manner of such use or exploitation of the Products nor any rights of approval or inspection of the finished or final use of the Images.
3. The Owner hereby assigns to [the Contributor] all intellectual property and other proprietary rights that the Owner may have in the Images or performances recorded therein. The Owner understands that [the Contributor] shall not be obliged to use, keep or exploit such Images, or to provide a credit or acknowledgment of the Owner's contribution.
4. The Owner hereby waives all moral rights and all other rights, and releases [the Contributor] and its employees, agents, independent contractors and licensees and assigns from, and shall neither sue nor bring any proceeding against any such parties for, any liability, loss, demands, claims or causes of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, based on or relating to the use and exploitation of Images of the Property.
5. The Owner acknowledges and agrees that this Agreement is binding upon the Owner's heirs, assigns and any other person claiming an interest in the Property.
6. The rights granted to [the Contributor] in this Agreement are worldwide, irrevocable and perpetual. This Agreement, and any of [the Contributor]'s rights hereunder, are assignable or sub-licensable by [the Contributor] at [the Contributor]'s sole discretion, without the Owner's consent. This Agreement shall be governed by English law, and the courts of England and Wales shall have non-exclusive jurisdiction. This Agreement represents the entire agreement of the parties with respect to its subject matter. No representation, modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. If any provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that provision or part shall to that extent be deemed not to form part of this Agreement, and the enforceability of the remainder of this Agreement shall not be affected.

EXECUTED as of the date first written above.

[CONTRIBUTOR]

OWNER

I confirm I have the full legal capacity and right to execute this Property Release and to grant the rights herein granted with respect to the Property.

Signed: _____

Signed: _____

Name (print): _____

Name (print): _____

Address: _____

Address: _____

Telephone Number:

Email Address:

Insert a photograph of the property
for identification purposes.