

# POND5

## PROPERTY RELEASE

251 Park Avenue South., Floor 7, New York, NY 10010 \ [www.pond5.com](http://www.pond5.com) support@pond5.com

For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, the person identified in the signature section below and the owner or authorized representative of the owner of the Property described below (the "Property"), agree as follows.

1. I hereby grant to the photographer/videographer identified below ("Artist"), those for whom Artist is acting and his/her and their direct and indirect successors, assigns and licensees (all the foregoing, collectively, "Licensees and Assigns"), the irrevocable, perpetual and unrestricted worldwide right and permission to create, use, copy, publish, distribute, perform, display, or broadcast pictures, video, audio recordings, printed matter, and motion picture footage depicting the Property ("Works"), including but not limited to Works including images of the Property which are composite or distorted in character or form without restriction, made through any medium, and in any and all media now or hereafter known for illustration, promotion, packaging, art, editorial, advertising, trade, or any other purpose whatsoever.

2. I hereby (i) waive any right that the Owner may have to inspect or approve the Works or the text or other matter that may be used in connection therewith or the use to which it may be applied or payment or other consideration or damages, and (ii) release and discharge Artist and his/her Licensees and Assigns, from any liability by virtue of the exercise of any of the rights granted herein, including without limitation any claims for libel, publicity claims or invasion of privacy, and I agree that the Owner has no rights to additional consideration, accounting or compensation and that the Owner will make no claim for any reason against Artist or any Licensees and Assigns.

3. It is agreed that my and if different, the Owner's, personal information may be used or disclosed only in connection with the (direct or indirect) licensing of Works 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 Licensees and Assigns and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used.

4. I represent and warrant that I am of full age, competent to sign this release and have the right to contract in my own name. I further represent and warrant that I have the authority necessary to grant the rights contained herein and bind all persons claiming an interest in the Property hereto, and if I indicated below that I am a representative of the owner of the Property, I have the power and authority of such owner to enter into and deliver to this Release on behalf of such owner and I hereby indemnify and hold harmless Artist and his/her Licensees and Assigns, from any claims or

damages arising out of breach of this representation and warranty.

5. I agree that this Property Release shall be governed and construed according to the substantive laws of the State of New York and the applicable federal laws of the U.S. I have read the above authorization, release, and agreement and I am fully familiar with the contents thereof. This release and the rights granted and waivers contained herein shall be binding upon me and my heirs, legal representatives, and assigns.

**Artist (print name):** \_\_\_\_\_

Shoot Date(s): \_\_\_\_\_

**Property Information** (Describe property covered by release including address if real estate or, if intellectual property, details of any registration / other description.)

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

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

City \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

State/Province \_\_\_\_\_ Country \_\_\_\_\_

**Owner Information** (check one box as applicable)

Individual Owner

Authorized Representative of Corporate or Other Entity Owner

Individual or Representative Name (print):

\_\_\_\_\_

If Entity, Name: \_\_\_\_\_

Title/Position (if applicable): \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

**Witness signature is not required for "Individual Owner" Properties. For all others, a witness signature is required.**

\_\_\_\_\_  
Witness (print name)

\_\_\_\_\_  
Witness Signature

**Attach Visual Reference of Property here**

