



PHOTO AND VIDEO AGREEMENT AND RELEASE (For Photos, Video, and Other Media) (C.A.R. Form PVR, 6/19)

This Photo and Video Release ("Release") is made and entered into by and between the adult subject(s) identified below ("Subject"), on behalf of themselves and any minor child or pet specified in paragraph 4 and _____ "Real Estate Licensee" and Real Estate Brokerage, individually or collectively ("REL").

The parties hereby agree as follows:

1. IMAGES:

REL has, with Subject's permission, either directly or through others, taken one or more photo, video, likeness, audio or electronic recording, graphic, or other images ("Images") described as follows (□ or attached to this Release):

2. PERMITTED USE:

A. REL may use the Image to market Subject's property for sale or market and promote REL's real estate licensed activity (□ and any other lawful purpose) in print or electronic media, now known or later developed, including but not limited to internet, social media, television, radio, multiple listing services, newspapers, magazines, movie screens, billboards and flyers.

B. The Image may be edited, copied, exhibited, published, distributed, cropped, enhanced or otherwise altered in REL's discretion.

3. OWNERSHIP: REL is the owner of the Images, and any derivative work resulting therefrom, and retains all rights to the Images. Subject agrees that no payment or royalties is or will be required as a result of REL's use of the Image, unless otherwise agreed in this Release.

4. SUBJECT:

A. Adults: The following persons who are in the Image are 18 years of age or older: _____

B. Children/Minors: The following persons who are in the Image are under the age of 18 and either children of the adult Subject or have had the adult Subject appointed as that minor's guardian: _____

C. Pets/Property: Any pets or real or personal property in the Image belong to the adult Subject.

5. ADDITIONAL TERMS: _____

6. EFFECT OF RELEASE: I, for myself and on behalf of any child or minor or pet for whom I have authority to act, hereby release all rights to all claims, demands and causes of action which I, or they or my/their representatives, executors, administrators or other persons may have or acquire as a result of the use of this Image on the terms herein. Subject shall indemnify, defend and hold harmless REL from any claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees and costs, resulting from Subject's material breach, or third-party claim of material breach, of any material obligation, representation or warranty set forth in this Agreement.

7. BROKER IDENTITY AND RIGHTS:

If REL is a salesperson, or a broker-associate conducting licensed activity under another Broker's license, that Broker's name and license number is as follows: Real Estate Broker (Firm) _____

DRE Lic.# _____ As between REL and Broker, rights to Images granted under this Agreement shall be addressed in a separate written Agreement between them.

By signing below, the parties acknowledge they have read, understand, received a copy of and agree to the terms of the Agreement.

Subject _____ Date _____
Subject _____ Date _____
Subject _____ Date _____
Subject _____ Date _____
Subject _____ Date _____

Real Estate Licensee _____ DRE Lic.# _____ Date _____

Address: _____

Telephone _____ Email _____

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