

Matthew A. Kieffer Photography (Commercial Photography Release)

This is a Release to photograph a subject or property that is commercial in nature. This is not a contract. If a contract is required, then it will be provided as a separate document.

Primary Client's Name: _____

Description of Photographic Services Provided

Real-estate Product/s

Real-estate Location: _____

Product/s Description: _____

Other (Specify): _____

General Release Statement

I do hereby give Matthew A. Kieffer (the Photographer), his or her assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to photograph in all forms, in all media, and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibition, or any other lawful purposes.

If I am not the owner of the subject or property being photographed, I have the legal means to represent the owner of the subject or property as it relates to this release, or any other contract/s related to services rendered by the photographer.

Terms and Conditions

1. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs (print or digital) and previews available to the Client for the purpose of selecting photographs. The Photographer may make the proofs available on a Web site or Digital Media, such as a CD. The Client understands that pictures displayed on the Photographer's website are open to the public. The photographer may also use the photos in other venues, such as art shows, websites, and other points of interest, for the purpose of promoting and sharing his work.

2. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer may also use the images for promotional purposes; however, a separate contract is required for the sale of reproductions, in both print and digital formats.

3. **Client's Usage.** The Client is obtaining prints for commercial use. The Client may use the photographs without any restrictions. The client is responsible for safeguarding any prints or digital copies provided by the photographer.

4. **Inherent Qualities.** The Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and the Client releases the Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. Due to the fading of negatives, and the nature of digital media being corruptible or becoming un-retrievable, the Client understands that they have 2 years to purchase prints, and after 2 years the Photographer is no longer responsible for safeguarding the negatives or digital files.

5. **Client Responsibilities.** The Client assumes responsibility for insuring that the subject or property is ready to be photographed. The Client is also responsible for providing any property, product or liability insurance that is appropriate. If the Client, or any representative/s of the client, is/are present for the shoot, their safety is not the responsibility of the Photographer. If the Photographer is unable to render services because the Client failed to meet this criteria, the Client is responsible for reimbursing the Photographer for any travel expenses.

Print Name _____

Signature _____

Date _____