

# Kiff Backhouse Photography

## Property Release and Booking form

<b>Client :</b>	<b>Photo Shoot Location :</b>
<b>Estimates and options:</b>	
Photography of house (including .... )	€
<b>Date:</b>	01/06/11
<b>OWNER'S PERMISSION AND RIGHTS GRANTED:</b>	
<p>As owner or authorized representative of the Property and by signing this release, I give the Photographer and Assigns my permission to create and use the Images 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 Images may be combined with other images, text and graphics and cropped, altered or modified. I agree that all rights to the Images belong to the Photographer and/or Assigns. Unless prior written permission is obtained, Photographer and Assigns agree that the Property's owner, tenant and/or location (with the exception of reference to general region, country or state) will not appear in the image caption or in any other information presented with the image for licensing purposes and all trademarks, names, and logos will be removed from the image prior to promotion, marketing and licensing. 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 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 of France and the European Union, excluding the law of conflicts.</p> <p><b>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.</b></p>	
<b>DEFINITIONS:</b>	
"PROPERTY" means the place and or property that is the subject of the Shoot.	
"MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented.	
"PHOTOGRAPHER" means photographer or any other person or entity photographing or recording the property.	
"ASSIGNS" means a person or any company to whom Photographer has assigned or licensed rights under this release as well as the licensees of any such person or company.	
"IMAGES" means all photographs, film or recording taken of the Property as part of the Shoot.	
"CONSIDERATION" means something of value I have received in exchange for the rights granted by me in this release.	
"SHOOT" means the photographic or film session described in this form.	
<b>Accepted By:</b>	<b>Date:</b>
Please note that use of photographs is restricted. For further information, please see the following license terms:-	

# Kiff Backhouse Photography

## PHOTOGRAPHY USER LICENSE

Photographer & copyright holder: Christopher Backhouse known as and referred to as Kiff Backhouse  
7 route d'Aigues-vives, 34210 AGEL, France, SIRET No 511494643 00014

### 1. Grant of License

This license grants the Client (“Licensee”) a **single use, non-transferable, non-exclusive license** to use the above-mentioned images. You may not sell, rent, lease, or sublicense the photos to any other companies or entities not mentioned in this license agreement.

### 2. Permitted/Prohibited Uses

The images may be used solely for the purpose for which they were provided as setout in the original Estimate. The images may not be used for any other purposes without the prior written permission of Kiff Backhouse. The images may be backed up or archived as necessary to complete the above stated uses only.

You may not place the photos in a downloadable format on the Internet, electronic bulletin board, or allow access to the photos via P2P file sharing networks or utilities.

You may not use, or allow anyone to use, any of the photos to create pornographic, libelous, obscene, fraudulent, illegal, or defamatory material.

### 3. Copyright

All photos are copyright Kiff Backhouse and are protected by European Copyright Laws, International treaty provisions, and other applicable laws. No title, copyright, or intellectual property rights in the photos are transferred with this license. Full rights and copyright remain with Kiff Backhouse, without exception.

### 4. Indemnification

You agree to indemnify and hold Kiff Backhouse harmless against any and all claims or liabilities asserted against Kiff Backhouse, arising out of access to these photos or in any connection with the breach of any of the terms of this agreement.

### 5. Credit

A credit line should be included with each photo that reads “Photo by Kiff Backhouse” -- when possible a link to <http://www.kiff-backhouse.com> should be provided as well.

### 6. Limited Lifetime Warranty

Kiff Backhouse warrants that the digital files and any transport media (such as compact discs, DVDs, etc) are free from defects in material. Any files or media that are found to be defective can be replaced with the same item or content. Kiff Backhouse make no other warranty either expressed or implied. Kiff Backhouse will not be liable for any damages that may occur from the usage of the photos or the media.

### 7. General

This agreement will be governed by the laws of France and the European Union. If any provision of this agreement is held to not be enforceable, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms. Kiff Backhouse reserve the right to amend this agreement at anytime.