

Property release

Use a Property Release to record the owner's permission to take pictures of buildings, cars, art works, pets — in fact, just about anything *except* people.

The following Property Release has an optional section at the end that, if signed before a notary public and notarized ("acknowledged"), will allow it to be recorded as if it were a deed or similar document in most states. Recording it would essentially put the world on notice that you have permission to make and use photographs of this property, and any future owner of it will take title subject to that permission.

Using the text

The language below will provide a concrete illustration of the principles explained in this module. Sections in **bold** are place holder text that you are supposed to replace.

Permission for Photography of Property

For good and valuable consideration herein acknowledged as received, the undersigned, being the legal owner of, or having the right to permit the taking and use of photographs of, certain property designated as the _____, (address) does irrevocably grant to _____ ("Photographer"), **his/her** heirs, legal representatives, agents, and assigns the full perpetual rights to take and use such photographs in advertising, trade, or for any purpose. The undersigned also consents to the use of any printed matter in conjunction therewith. The undersigned hereby waives any right that **he/she/it** may have to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be applied. The undersigned hereby releases, discharges, and agrees to save harmless and defend Photographer, **his/her** heirs, legal representatives, and assigns, and all persons acting under **his/her** permission or authority, or those for whom **he/she** is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, even though it may subject the undersigned, **his/her/its** heirs, representatives, successors, and assigns, to ridicule, scandal, reproach, scorn, and indignity. The undersigned hereby warrants that he/she is a legally competent adult and has every right to contract in **his/her** own name in the above regard. The undersigned states further that he/she has read the above authorization, release, and agreement, prior to its execution, and that he/she is fully familiar with the contents thereof. If the undersigned is signing as an agent or employee of a firm or corporation, the undersigned warrants that **he/she** is fully authorized to do so. This release shall be binding upon the undersigned and **his/her/its** heirs, legal representatives, successors, and assigns.

X

SIGNATURE

(SEAL)

NAME

DATE

X

WITNESS's SIGNATURE

WITNESS (Print Name)

ADDRESS (Line 1)

ADDRESS (Line 2)

:
: SS

STATE OF

:

COUNTY OF

On this ___ day of ___, 20___, before me, a Notary Public for the State of _____, the undersigned officer, personally appeared _____, known or satisfactorily proven to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Notary seal.

NOTARY PUBLIC