

RELEASE FOR PHOTOGRAPHY AND OTHER OBJECTS

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I _____ hereby authorize Metro Detroit Weddings (“Magazine”) and Publisher (defined below) to use and reproduce the Objects (defined below) in visual and audio images, and further agree as follows:

1. **Definitions.** The definitions in the first paragraph above and the following definitions apply when any of such terms is used in this Agreement.
 - a. **Publisher.** “Publisher” shall mean Hour Media, L.L.C., Hour Media Group, LLC, and each of their respective subsidiaries, affiliates (including Magazine), successors, assignees, licensees, agents, and employees, whether now existing or existing in the future;
 - b. **Photographs.** “Photographs” shall mean all film, videotape, paper other tangible reproduction of visual still images, digital and electronic reproduction of still images, analog, digital and other electronic video or film recordings, analog, electronic and digital audio recordings, and all other visual or audio images, in any form or medium including but not limited to Media;
 - c. **Publish.** “Publish” shall mean to take, create, use or place into use, print on tangible medium, post electronically, project in analog or digital film, audio or video, stream as digital content, place onto websites or otherwise post on the Internet, and distribute in any form or medium whether now known or hereafter devised, tangible and intangible, in or in connection with (i) any and all Media owned or published by Publisher, or (ii) any and all Media owned by Publisher’s third party;
 - d. **Media.** “Media” shall mean all tangible and intangible visual, audio or other formats, including, but not limited to, paper or other tangible media, books, e-books, newsletters, e-newsletters, intangible media (such as the Internet), websites, blogs, pre-recorded or live streaming, film, video, internet film and video, internet audio, television, and all other forms of electronic or other transmissible or communicable media in any format, whether now existing or hereafter devised;
 - e. **Derivative Works.** “Derivative Works” shall mean works created using or derived from the Photographs including, but not limited to the creation of partial, composite, distorted, re-dimensioned, or otherwise altered versions of the Photographs;
 - f. **Objects.** “Objects” shall mean one or more items of any kind or nature, both tangible and intangible, including but not limited to buildings, building contents, designs, furniture and fixtures, produce, products, restaurant or other food, appliances, machinery and equipment, jewelry, clothing or other adornments, animals, plants, Photographs, analog, electronic or digital audio recordings, analog, electronic or digital video or film recordings, and all other tangible and intangible things of any kind or nature existing in the world.
2. Owner hereby represents, warrants and covenants to Publisher as follows:
 - a. Owner has the unrestricted legal right to submit the Objects to Publisher to Publish, and for Publisher to create Photographs of the Objects for Publisher to Publish in all Publisher’s Media;
 - b. Owner has unrestricted legal authority to, and does hereby authorize Publisher to Publish the Objects or Photographs of the Objects in any and all Media;
 - b. Owner’s submission of the Objects to Publisher to Publish in Media does not require Owner or Publisher to obtain the permission of any third parties;
 - c. If Publisher Publishes any Objects or Photographs of the Objects in any Media it will not infringe on the copyright or other legal rights of third parties;
 - d. All facts Owner provides Publisher regarding the Objects, before or after execution of this Release, including but not limited to the origin, location, designer, architect, history, dimensions, characteristics, creator, photographer, or owner, are true and correct;

e. Publisher may use the Objects at no charge or cost payable to Owner or others for any purpose and in any manner Publisher deems appropriate in any Media, without restriction.

3. Owner agrees that no Objects or Photographs of Objects or other material regarding the Objects, including any Photographs not submitted to Publisher, have been, are, or will be available for any Media not owned or controlled by Publisher prior to or after Publisher Publishes the Objects or Photographs of the Objects, until the expiration of SIX MONTHS AFTER the first publication date by Publisher of any Objects or Photographs of Objects or written material regarding the Objects, unless Owner obtains prior written approval from Publisher.

4. Owner agrees to indemnify and hold harmless Publisher from all costs, losses and damages, including legal fees and costs, if any, arising from any breach of Owner's representations, warranties or covenants set forth herein.

5. Owner acknowledges and agrees that if Owner, or any entity with which Owner is employed or affiliated, is advertising in the same Media that features the Objects, that any Objects and Photographs pertaining to the same subject matter as the Objects (such as Photographs of other rooms in the same building as the Objects, or Photographs of a different perspective of the Objects) cannot be used as part of such advertisement in that same Media without Publisher's permission.

6. Publisher will strive to provide photographer's credit if Photographs or Photographs of Objects are Published. Efforts will be made to place the story featuring the Objects in the Magazine or other Media, but due to the large volume of stories under consideration, Publisher cannot accommodate all of them. Therefore, Publisher does not guarantee the Objects will appear (a) in the Magazine; (b) in any specific issue of the Magazine; (c) as the cover photo for the Magazine, or (d) in any Media. Verbal guarantees for story/cover placement are not valid.

7. The subject of this Agreement and all details relating to it are strictly confidential and may be discussed only with those directly involved. Owner will not allow anyone outside of Publisher (including but not limited to the subjects of the Objects and the subjects' representatives) to review or modify the Photographs or Objects or portions thereof, without the prior written consent of Publisher.

8. This Release is sole expression of the parties' agreement and supersedes all prior or contemporaneous oral or written agreements, which are merged herein and extinguished. This agreement is governed by the laws of the state of _____.

Photo description: _____

Photo credit: _____

Photographer Signature X _____ **Date X** _____

Address X _____ City _____ State _____ Zip Code _____

Email Address X _____ Cell Phone X _____

Bride or Groom Signature X _____

Address X _____ City _____ State _____ Zip Code _____

Email Address X _____ Cell Phone X _____