



PHOTO RELEASE AGREEMENT

_____ (“Homeowner”)
Name of Owner of Property

Address

Re: Picture of Residence (“Photo”)

This Photo Release Agreement (“Agreement”) will confirm that Homeowner has agreed to, and hereby does grant, EcoTech Services, Inc. (“ETS”) the right to take a Photo of his/her home at the above mentioned address. Homeowner also acknowledges that the Photo may be exhibited and exploited in the United States, and in all media now known or hereafter devised in perpetuity, for educational and commercial purposes.

ETS agrees that the Photo will not be used in a disparaging manner and no personal information about Homeowner will be displayed in the Photo. Homeowner hereby warrants and represents that it has the right and authority to grant the rights granted herein, that the consent of no other person is required to enable ETS to use the Photo as described herein, and that such use will not violate the rights of any kind of any third parties. Homeowner agrees to indemnify, defend and hold harmless ETS, its officers, directors, shareholders, employees, assignees and licensees, and each of their successors-in-interest from and against any and all liabilities, damages and claims (including attorneys’ fees and court costs) arising out of (i) any breach of Homeowner’s warranties; (ii) ETS’s use of the Photo, as provided herein; and/or (iii) the rights granted herein.

The sole remedy of Homeowner for breach of any provision of this agreement shall be an action at law for damages, and in no event shall Homeowner seek or be entitled to injunctive or other equitable relief by reason of any breach or threatened breach of this Agreement, or for any other reason pertaining hereto, nor shall Homeowner be entitled to seek to enjoin or restrain the exhibition, distribution, advertising, exploitation, or marketing of the Photo. Your countersignature below will confirm this Agreement.

Sincerely,

By: _____ on behalf of EcoTech Service, Inc.

AGREED TO AND ACCEPTED:

Homeowner Signature

Date