

Official Photography Release

NM Photography
www.nmphotovideo.com

I, Nicholas M. Marcella, copyright holder of all NM Photography's images, hereby grant permission for the listed client to make prints or enlargements of any of my photography for personal use from their own CD/DVD. Posting pictures online is allowed, but must include the company name and link to (www.nmphotovideo.com).

All pictures remain the property of NM Photography for use of advertising and other purposes.

Sincerely,



Nicholas M. Marcella
Owner, NM Photography
nmphotovideos@gmail.com

MODEL RELEASE

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In consideration of my engagement as a model, and for other good and valuable consideration herein acknowledged as received, I hereby grant the following rights and permissions to Nicholas M. Marcella of NM Photography ("Photographer"), his heirs, legal representatives, and assigns, those for whom Photographer is acting, and those acting with his/her authority and permission. They have the irrevocable, perpetual and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere, and in any and all media now or hereafter known, specifically including but not limited to print media and distribution over the internet for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever.

I specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. I also consent to the use of any published matter in conjunction with such photographs. I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection with them or the use to which they may be applied. I hereby release, discharge, and agree to hold harmless 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 such photographs or in any subsequent processing of them, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.

I hereby warrant that I am of full age and have the right to contract in my own name. I have read the above authorization, release, and agreement, prior to its execution, and I am fully familiar with the contents of this document. This document shall be binding upon me and my heirs, legal representatives, and assigns.

Sincerely,



Nicholas M. Marcella
Owner, NM Photography
nmphotovideos@gmail.com

Location Release Form

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Property Owner (hereinafter Owner), hereby grants to **Nicholas M. Marcella of NM Photography** (hereinafter Producer) and their respective subsidiaries and affiliates, licensees, successors and assigns, permission to access, enter upon and use (either accurately or with such liberties as Producer may deem appropriate) the real and personal property, both exterior and interior of the Premises located at **(See emailed details)** (including the name, trademark, signs and identifying features thereof) and the contents thereof and the appurtenances thereto, hereinafter, the Property for the purpose of photographing or recording in connection with **NM Photography**. The Property will be made available to the producer, **(See emailed details)** hereinafter referred to as the Term. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the Materials.

The Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when received. The Producer will use reasonable care to prevent damage to said Property. Producer agrees to hold owner free from any claims for damage or injury arising during producers occupancy of the Property and caused by producers negligence.

The Owner has agreed to allow full use of the Property without charge to the Producer.

Owner irrevocably grants to Producer all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, in any and all languages, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with **NM Photography**, or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer. Producer shall have the perpetual right to edit, dub, subtract from, add to or modify the Materials in any manner, combine the Materials with any other material and/or incorporate it into other films, advertisement, commercials or documentaries.

Owner hereby waives any right of inspection or approval of the appearance of the Property in the Materials, and the uses to which such appearance and/or the Materials may be put. Owner acknowledges that Producer will rely on this permission and this Release potentially at substantial cost to them and Owner hereby agrees that neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property shall have any right of action against the owner or other Released Parties or any of them or any other party arising out of the production or any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

This Agreement is entered into in connection with the Project and includes the right to re-use the photography and or sound and video recordings (or any part thereof) in connection with other projects, movies, television or home video productions as Producer may elect and in connection with the exhibition, advertising and exploitation thereof in any media, now known or unknown and/or any manner whatever at any time in any part of the world in perpetuity.

The owner represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. No other authorization is necessary to enable

Producer to use the Property for the purposes herein contemplated. In the event that any question arises regarding owners authority to grant the permission and rights herein granted, owner agrees to indemnify producer and hold producer harmless from all claims made against producer as a result of owners breach of the representation of authority contained in this paragraph, including attorney's fees. Owner's signature hereon subsequent to the production of the Materials shall have the same effect as if Owner had signed in advance thereof Producer is not obligated to actually use the Property or produce the Project or include the Materials in the final Project for which it was shot or otherwise. This is the entire agreement. This Location Agreement and Release shall bind Owner and Owner's personal representatives and/or executors.

Owner's sole remedy for Producer's default hereunder shall be limited to the recovery of monetary damages only, not exceeding the compensation and/or repair amounts set forth in this Agreement, and in no event shall any of the rights acquired or to be acquired by Producer hereunder be affected or impaired. For the avoidance of doubt, in no event will Owner have the right to enjoin the development, production, distribution or exploitation of the Project.

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

Producer



Nicholas M. Marcella
Owner, NM Photography
nmphotovideos@gmail.com