

RELEASE AND LICENSE AGREEMENT

AGREEMENT and UNDERSTANDING made this _____ day of _____, _____ by and between _____ (hereinafter referred to as "CONTRACTOR"), a Massachusetts corporation duly organized by law and having a usual place of business at, _____, Massachusetts and _____ (hereinafter referred to as "HOMEOWNER") of _____, _____, Massachusetts having their home project photographed.

WHEREAS CONTRACTOR has sold and installed building materials and related services to the HOMEOWNER that were installed at the jobsite; and,

WHEREAS CONTRACTOR, with the consent and approval of the HOMEOWNER, has had the HOMEOWNER'S home project and the surrounding jobsite area photographed by the CONTRACTOR or agent of the CONTRACTOR; and,

WHEREAS CONTRACTOR seeks to use any and/or all of the photographs in its marketing campaign; and,

WHEREAS the HOMEOWNER has no objections to the use of such photographs in such a campaign.

NOW THEREFORE, in consideration of the premises and covenants and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, CONTRACTOR and the HOMEOWNER hereby grant, covenant, and agree as follows:

1. **GRANT OF LICENSE AND RIGHTS:** The HOMEOWNER hereby grants an exclusive license to and any and all rights and benefits, if any, to the photographs taken by CONTRACTOR's agents at the jobsite for use in any advertising, promotion, and marketing campaign that CONTRACTOR may conduct in the future. Moreover, it is understood and acknowledged that this license and rights shall apply to any third parties or agents that CONTRACTOR in its sole discretion deems necessary to properly and adequately market or promote its building materials and services.
2. **CONSIDERATION:** It is understood and agreed that other than the consideration previously received, the HOMEOWNER will not be entitled to receive any further consideration relative to the use of the photographs described herein, including monetary consideration.

3. RESTRICTIONS: It is understood and agreed that there will be no restrictions on the license and/or rights granted hereby.

4. PROMOTION/MARKETING: It is understood and agreed that the HOMEOWNER shall have no control or input as to how the photographs are used or utilized in any marketing campaign or promotion and/or advertising unless CONTRACTOR in its sole discretion deems that such input would be appropriate and useful. It is understood and agreed that CONTRACTOR shall have sole authority to determine the mode and method of advertising, merchandising, promoting, selling, and distributing, that involves the use or utilization of the subject photographs. Moreover, it is understood and agreed that CONTRACTOR will not be required to obtain and further approval or consent from the HOMEOWNER prior to the use or utilization of any photographs for any promotion or marketing campaign and/or advertising.

5. ORAL CHANGES: This Agreement may not be changed orally by any party to this Agreement.

IN WITNESS WHEREOF, CONTRACTOR and the HOMEOWNER have caused this Agreement to be signed in their respective names and under seal by the duly authorized persons below.

CONTRACTOR

HOMEOWNER

By: _____
