



HOMEOWNER/AGENT AGREEMENT

1. **Relationship.** Agent's services ("Services") include but are not limited to advertising and representing the Property to entertainment media, as well as booking and overseeing media shoots at the Property. Homeowner understands and agrees that results are not guaranteed.
2. **Fees.** As consideration for the Services to be provided by Agent, the Homeowner shall be paid a negotiated net rate for each media shoot, as determined in the future by the scope and impact of the shoot. Homeowner will have the ability to approve each media shoot ahead of time and agree to net rate and any reimbursements.
3. **Access.** Agent shall have access to the Property for preparing, scouting, rehearsing, filming and recording of all media shoots approved by Homeowner. Agent shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways.
4. **Modification.** Agent agrees to seek permission from Homeowner before making any material modifications or alterations to the Property. Agent shall return the Property to Homeowner in the same condition it was in before access was granted. However, Agent shall not be responsible for any ordinary wear and tear associated with the exercise of rights under this agreement nor for any damage that occurs before Agent begins to use the Property or after Agent has left the Property.
5. **Release.** Homeowner hereby releases any and all present and future claims for libel, defamation, or invasion of privacy or publicity that Homeowner may have against Agent in the exercise of any right associated with this agreement.
6. **Homeowner Proprietary Information.** Homeowner's name, address, Property access information, and compensation will not be shared by Agent except as needed to carry out the Services associated with this Agreement.
7. **Homeowner Authority.** Homeowner is the legal owner of the property or has secured from the legal owner the right and authority to enter into this Agreement and to grant Agent all rights provided herein. No other authorization is necessary to enable the Agent to use the Property as discussed in this Agreement.
8. **Homeowner Prerequisites.** Homeowner shall provide ongoing access to the Property for the Agent during the Services. Homeowner may also provide photography and videography of the Property. Homeowner warrants that they are the sole and exclusive owner of all rights, titles and interests to all photographs and videos provided. Homeowner warrants that photographs or videos provided do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

9. **Third-Party Coordination.** Agent is not responsible for the performance of any independent contractor's work. If the nature of Homeowner's project requires the engagement of any independent contractor or additional professional to perform work, Homeowner will enter into contracts directly with that third-party.

10. **Independent Contractor.** Agent's relationship with the Homeowner will be that of an independent contractor and not that of an employee. Agent shall be solely responsible for determining the method, details and means of performing the Services.

11. **Cancellation.** Either party may cancel this Agreement immediately at any time, upon giving the other party written notice. In the event of such termination, Agent shall be paid for any Services that have been completed and fees that have been paid to third parties prior to the Agent's awareness of the termination notice.

12. **Miscellaneous.**

(a) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE AGENT HAVE ANY LIABILITY TO HOMEOWNER FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND IN NO EVENT SHALL THE AGENT'S LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(b) **Indemnification.** Homeowner agrees to defend, indemnify, and hold harmless the Agent, its affiliates, licensors, service providers, and its and their respective officers, directors, employees, independent contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to this Agreement, including but not limited to any intellectual property infringement that arises from photos, video, or other media provided by Homeowner, and any negligence, failure and/or acts or omissions on the part of any architect, vendor, supplier, independent contractor or agent hired or retained by Homeowner.

(c) **Limitation of Claims.** Homeowner agrees that no claim or action against Agent or arising out of this Agreement may be brought more than one (1) year after the date of the accrual of such cause of action.

(d) **Forum.** Any controversy, claim or dispute arising out of or relating to this Agreement, or the

breach thereof, shall be decided by arbitration only in the county of Marin, in the State of California and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(e) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(f) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(g) Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(h) Severability. Any provision of this Agreement held to be invalid, illegal, or unenforceable under any applicable law shall be deemed stricken, and unless this Agreement is terminated as provided for in this Agreement, all remaining provisions of this Agreement shall continue to be valid and binding upon both of us.

(i) Survival. All rights and obligations, which are, by their nature, continuing (including but not limited to indemnification, intellectual property rights, and promotional rights) shall survive termination or expiration of this Agreement.

(j) Counterparts. This Agreement, along with any amendments or addendums to this Agreement, may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same document. Signed counterparts of this Agreement may be signed and exchanged electronically.