

# RELEASE FOR LOCATION SUBMISSION

In order to have photographs and images used by Produce Iowa, a division of the Iowa Economic Development Authority (IEDA) for any purpose, including but not limited to inclusion of the photographs and images in the IEDA and Produce Iowa searchable locations database and cultural application for promotion of the property and buildings thereon as attractions or possible locations for television, film or multimedia productions (hereafter referred to as the 'Photo Library'), the submitting party ("Submitter") agrees to the following terms and conditions:

1. Submitter may only supply photographs and images of property that the Submitter has taken.
2. Submitter may only supply photographs and images of property that the Submitter owns, or for which the owner has also previously or contemporaneously agreed to the terms and conditions of this Release.
3. Submitter must supply the following contact information with the submission: address of property; submitter's name and your contact number; and the name and contact number of the property owner if other than the Submitter. Submitter represents and warrants that the contact and property information is true and correct at the time of submission to Produce Iowa and IEDA.
4. Submitter irrevocably grants the State of Iowa, IEDA, and Produce Iowa, through its employees, agents, and licensees ("Released Parties") permission to use, publish, reproduce, modify, transfer, or display the photographs and images submitted, in whole or in part, individually or in conjunction with other images or photographs or other information or other copyrighted matter, in any and all media of any nature whatsoever, where now known or hereafter devised, for illustration, business or site promotion, art, advertising or trade, or any other purpose whatsoever, including but not limited to the release of the photographs and images to motion picture, television, and multimedia industry representatives and Produce Iowa employees and agents to utilize for business development purposes, and to use Submitter's name and contact information in connection with the image if the Released Parties so choose. The Released Parties may assign, license, sell, or transfer the photographs or images, without notice or royalty to the Submitter.
5. Submitter agrees to defend and indemnify the Released Parties from any claims, causes of action, suits, liability, or actions of any nature relating in any way to the business activities of Produce Iowa or the submission of photographs, images, or contact information that is the subject of this Release.
6. Submitter releases and forever discharges the Released Parties from any claims, causes of action, suits, liability, or actions of any nature relating in any way to the business activities of Produce Iowa or the submission of photographs, images, or contact information that is the subject of this Release.
7. Submitter represents and warrants:
  - a. The Submitter is eighteen years of age or older.
  - b. The Submitter is fully authorized to enter into this Release.
  - c. This Release and its terms will be binding on the Submitter, Submitter's heirs and assigns.
8. Submitter agrees that this Release is the complete understanding of the parties relating to the subject matter herein, and can only be amended by a writing executed by all parties.
9. Submitter agrees that the laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Release without regard to the choice of law provisions of Iowa law. Any suits or proceedings initiated against the Released Parties or that relate in any way to this Release may only be brought in the Polk County District Court, State of Iowa, or the United States District Court for the Southern District of Iowa, Central Division, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, that may be available to the Released Parties.