

Nova Vista Immo – Drone Videography Service Agreements

OWNER CONSENT AND RELEASE AGREEMENT

This Owner Consent and Release (the “Release”) is made between *Nova Vista Immo*, a brand of **Hackerman Barcelona Agency 42 S.L.**, a company incorporated under the laws of Spain with registered office at Passeig del fonoll 8b, Sitges 08870 Barcelona, CIF B67422634 and the owner(s) of the Property (defined below) (the “Owner”). Nova Vista Immo provides drone videography services to real estate agents, and requires the Owner’s permission to film. The parties agree as follows:

1. Definitions

- **Property:** The real estate and improvements (house, land, etc.) located at the address specified below.
- **Footage:** All video, photographs, and other media captured by Nova Vista Immo’s drone or cameras during the Services.

2. Grant of Consent and Release of Rights

The Owner hereby grants permission for aerial and ground videography and photography of the Property to be conducted by Nova Vista Immo on behalf of the real estate agent marketing the Property. This includes full access for Nova Vista Immo and its personnel to enter and record exterior and, if applicable, interior images of the Property. The primary purpose of the footage is to support the real estate agent’s marketing and listing activities. In addition, the Owner authorizes Nova Vista Immo to use the resulting footage, in whole or in part, for its own promotional and portfolio purposes, including public display on its website, social media channels, and marketing materials. Nova Vista Immo may edit, modify, or compile the footage and may add its own branding to any content it publishes.

No Takedown: The Owner agrees that once the Footage is published by Nova Vista Immo, neither the Owner nor any future owner or buyer of the Property may require Nova Vista Immo to remove or disable access to the Footage. Owner hereby waives any right to any injunction or demand that Nova Vista Immo cease any publication of the Footage.

3. Owner Representations and Warranties

The Owner represents and warrants that: (a) they are the sole owner (or duly authorized representative of the owner) of the Property and have full legal authority to grant the permissions herein; (b) no other person's permission is required to authorize the filming and use of the Property as described; and (c) any tenants or occupants have been informed of this consent. Owner agrees to indemnify Nova Vista Immo against any claims by third parties asserting a right to privacy, copyright, or other objection to Nova Vista Immo's use of the Footage under this Release.

4. Privacy and Restrictions

- **Owner Limitations:** The Owner shall inform Nova Vista Immo in writing of any areas or objects that must not be filmed (for example, a specific room, artwork, or occupant). Nova Vista Immo will make reasonable efforts to exclude or blur such areas in the Footage. If the Owner's restrictions are excessive such that Nova Vista Immo reasonably cannot capture a marketable video, Nova Vista Immo may decline or cancel the shoot without liability.
- **Compliance with Privacy Laws:** The Owner acknowledges that Nova Vista Immo will comply with all relevant privacy and data protection laws. For example, Nova Vista Immo will blur any neighboring private properties or identifiable persons in the Footage if required by law. The Owner further acknowledges that European data-protection regulations (GDPR 2016/679 and Spanish LOPDGDD) govern the processing of any personal data (including people or license plates) captured, and Nova Vista Immo will observe those obligations.

5. Regulatory Compliance

Nova Vista Immo will obtain any required flight authorizations and will operate the drone under applicable aviation regulations (including maintaining line-of-sight, maximum altitudes, insurance, and drone identification). The Owner understands and agrees that all filming is subject to these legal requirements. In the event that Nova Vista Immo cannot legally perform the flight (for example, due to airspace restrictions, lack of insurance, or weather), Nova Vista Immo may reschedule or cancel the shoot. In no case will Nova Vista Immo incur liability to the Owner if the flight is delayed or canceled for regulatory or safety reasons.

6. Use of Footage

Nova Vista Immo shall have the right to use the Footage in perpetuity, with no obligation to pay royalties or any other compensation to the Owner. Owner grants Nova Vista Immo the exclusive right to edit, reproduce, distribute, and publicly display the Footage. This includes use in Nova

Vista Immo's marketing materials, website, social media, and in promotional channels without further approval.

7. Indemnification and Liability

Owner agrees to release and hold harmless Nova Vista Immo (and its employees and agents) from any claims arising out of the filming and use of the Property as permitted herein, except to the extent caused by Nova Vista Immo's gross negligence or willful misconduct. Owner further agrees to indemnify Nova Vista Immo against any claims by neighbors or others alleging a violation of privacy or property rights due to the filming of the Property, provided Nova Vista Immo has complied with this Release.

8. Term

This Release is effective upon signing and shall continue indefinitely. Owner understands that this consent cannot be revoked once Nova Vista Immo has published the Footage. The rights granted here survive any transfer of ownership of the Property.

9. Governing Law

This Release shall be governed by the laws of Spain. The parties agree that any disputes related to this Release shall be resolved in the courts of Barcelona (Catalonia), Spain.

10. Miscellaneous

This Release constitutes the entire agreement between the parties regarding the subject matter. No amendment or waiver shall be effective unless in writing and signed by both parties. If any provision is held invalid, the remainder shall continue in full force.

By signing below, the Owner confirms understanding and acceptance of all terms stated above.

Property Address: _____

Owner(s):

_____ (Print Name and Title)
_____ Date: _____

Nova Vista Immo SL:

_____ (Authorized Signatory)
_____ Date: _____