

**CITY OF CITRUS HEIGHTS
RIGHT OF ENTRY & RELEASE OF FOOTAGE**

This Right of Entry Agreement (“Agreement”) grants permission to the City of Citrus Heights and its officers, employees, agents, contractors and designees (collectively the “City”) to enter on the property of _____ (the “Property Owner”) located at _____ (the “Property”), as follows:

- A. **PURPOSE.** This Agreement is to allow the City to enter the Property to take photographs, video and audio recordings of an accessory dwelling unit constructed on the Property with a design provided by the City without charge pursuant to its Pre-Approved ADU Program. Such photographs, video and audio recordings may include interviews with the Property Owner and other residents of the Property. This Agreement shall provide City permission to take photographs, video and audio recordings on the Property at such date(s) and time(s) as mutually agreed upon by the Parties.
- B. **AREA.** The right-of-entry granted by this Agreement is limited to outside portions of the Property, and the interior of the accessory dwelling unit already constructed or being constructed on the Property.
- C. **TERM.** The term of this Agreement shall begin on _____, and shall terminate upon written notification to the Property Owner from the City that the City has finished the scope of work pursuant to this Agreement to City’s satisfaction. Property Owner may not terminate or rescind the permission granted to City hereunder to use and photograph the Room, except for good cause, including scheduling conflicts.
- D. **FOOTAGE RIGHTS.** The Property Owner and all other signatories to this Agreement grant City all rights in and to all photographs, video and audio recordings made hereunder (the “Footage”) and consent to its use as described herein. The rights to the Footage shall be and remain the sole and exclusive property of City. Such rights shall include, without limitation, the perpetual and irrevocable right and license to use and re-use said Footage as City may elect, including in connection with advertising and publicizing the Pre-Approved ADU Program. Neither Property owner nor any other party now or hereafter claiming an interest in the Property have any right of action against City or any other party arising from or based upon any use of such Footage. City shall not be obligated to make any actual use of any Footage.
- E. **INDEMNITY.** The Property Owner and all other signatories hereto hereby waive and release City from all liability or loss by reason of injury or damage to person or property, real or personal, directly or indirectly related to City’s entry onto the land and use of Footage, as provided for by this Agreement. Additionally, Property Owner and all other signatories hereby covenants, to indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers (“Indemnitees”) from and against any claims, actions, suits or other legal proceedings brought against the Indemnitees arising out of this Agreement.

F. **SEVERABILITY.** If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement.

G. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Each Party represents and warrants that the individuals executing this Agreement on each Party's behalf possesses full authority to execute this Agreement. Signatures transmitted by facsimile, email or other electronic means shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Property Owner and the City have entered into this Agreement as of the date of the last signature listed below:

PROPERTY OWNER(S) AND RESIDENT(S):

[Name of Individual]

[Name of Individual]

Date

Date

CITY OF CITRUS HEIGHTS:

By: _____

Title: _____

Date: _____

Signature