



APPLICATION AND AGREEMENT FOR GOOGLE BUSINESS PHOTOS SERVICE PROGRAM BY THE CITY OF JOHNSON CITY AND RELEASE AND WAIVER OF LIABILITY

Program Description

The City of Johnson City, Texas (“City”) is providing the Google Business Photos Service Program (“Program”) to qualifying businesses within the City to increase promotion of area businesses and to expand economic development within the City. Through this Program, a business can expand its online marketing presence and, in turn, increase name recognition and foot traffic. Under the Program, photos of a business will be taken by the City’s contracted photographer. These will be posted on Google Business View to provide an online 360 virtual tour of the business. This is at no cost to the business, but is available only on a first-come, first-served basis.

Application and Agreement

Name of Business Applicant: _____

Name of Owner or Authorized Representative and Title:

Address: _____

Phone: _____ E-mail: _____

Terms and Conditions

I, the undersigned, state that I am the owner, or authorized representative on behalf of the business named above (“Business”), and hereby submit this application to participate in the Program under the following terms and conditions of this Agreement:

- 1) Permission is given for photographs of the Business to be taken by the City’s contracted photographer, 360 Zone (“Photographer”). Date and time of the photo sessions will be coordinated between the Business and the Photographer.
- 2) Business shall designate those portions of the interior and exterior of the business premises for photographing. The photographs shall meet the Program’s technical specifications.
- 3) Only those photographs taken by the Photographer will be uploaded onto Google Business View.
- 4) The Business and the City will acquire ownership rights, including intellectual property rights, of the photographs.

- 5) Business authorizes and licenses the City the right to use the photography for the purposes of creating or updating the Google Business Profile, City Business Directory Website, and other promotional materials.
- 6) It is understood that there are no costs or fees to Business for this service. Business is not responsible for any payment to the City or Photographer for this service.
- 7) Release and Waiver. In consideration for being allowed to participate in this Program, Business agrees to release from liability and waive its right to sue the City, their employees, officers, volunteers and agents from any and all claims, including claims of the City's or Photographer's negligence, resulting in any damage, physical injury, illness (including death) or economic loss which Business may suffer, or which may result from Business' participation in this Program, or from any events or activities incidental or relating to this Program.
- 8) **INDEMNIFICATION**. BUSINESS AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS ARISING OUT OF OR RESULTING FROM THE CITY'S OR PHOTOGRAPHER'S PERFORMANCE UNDER THIS AGREEMENT OR FROM A THIRD PARTY'S ACTS RELATING TO OR INCIDENTAL TO SERVICES RECEIVED UNDER THIS AGREEMENT. THIS PROVISION DOES NOT EXPIRE AND CONTINUES BEFORE AND AFTER RECEIPT OF THE PROGRAM SERVICES. If the City incurs any of these types of expenses, Business agrees to reimburse the City.

By my signature, the undersigned below, on behalf of and under authority by the Business, accept and agree to bind the Business to the terms and conditions described above for the Google Business Photos Service Program.

Business Owner or Authorized Agent

Date

Printed Name and Title

*****For City Use Only*****

Date Application Received: _____

Date Application Approved: _____

City Approval (signature): _____

Printed Name: _____

GOOGLE STREET VIEW TRUSTED PHOTOGRAPHY SERVICES AGREEMENT

PHOTOGRAPHY SERVICE PROVIDER: 360 Zone

Address: 11623 Brae Vly
San Antonio TX 78249

Email: almarez808@gmail.com

Phone: 210-860-8925

BUSINESS NAME: _____

Business Address: _____

Email: _____

Phone: _____

Appointment Date: _____ Appointment Time: _____

Service Provider and Business may mutually agree to take Photographs at multiple locations or branches of the Business. If this agreement covers multiple locations, the locations should be listed in Attachment A. If certain locations are owned by franchisees, each applicable franchisee must enter into a separate agreement with Service Provider.

I have read and understand this Agreement, including the Terms and Conditions below, and agree to be bound by them.

I have full power and authority to sign this Agreement on behalf of the parties listed above.

Service Provider

Business

Signature: _____

Signature: _____

Name: John Almarez

Name: _____

Title: Photographer

Title: _____

Date: _____

Date: _____

GOOGLE STREET VIEW TRUSTED PHOTOGRAPHY SERVICES AGREEMENT

Terms and Conditions

1. **BACKGROUND.** This Agreement is between the Photography Service Provider (the “**Service Provider**”) and the business whose premises are being photographed for the Google Street View Trusted Program (the “**Business**”).
2. **GOOGLE STREET VIEW TRUSTED PROGRAM.** Service Provider is an independent contractor and neither the Service Provider nor any of its personnel are a Google employee or agent, but Service Provider is authorized under the Google Street View Trusted Program to provide photography services to local businesses that desire to participate in Google’s Street View Trusted Program.
3. **SERVICE FEE PAYMENT.** Service Provider and Business will agree on an amount for the Google Street View Trusted Program and related services (“Service Fee”), and the Business will pay the Service Fee after Service Provider takes the Photographs (as defined in Section 4 below).
4. **SERVICES AND OWNERSHIP OF PHOTOGRAPHS.** In exchange for the Service Fee:
 - (a) Service Provider will take photographs of those portions of the exterior and interior of the Business premises designated by the Business as acceptable for photographing in connection with the Street View Trusted Program (the “Photographs”);
 - (b) Service Provider will use commercially reasonable efforts to ensure that the Photographs meet the Google Street View Trusted Program’s technical specifications;
 - (c) Service Provider hereby assigns (or will procure the assignment of) all ownership rights in the Photographs (including intellectual property rights) to Business;
 - (d) To the extent permitted by law, Service Provider will obtain:
 - (i) waivers from all of Service Provider’s personnel in respect of any “moral rights” that such personnel may have in the Photographs, including any right of attribution; and
 - (ii) assignments by Service Provider’s personnel to the Business of all moral rights in the Photographs.
 - (e) Service Provider will upload the Photographs to Google for processing and use in accordance with Section 5 below.
5. **TERMS GOVERNING THE UPLOADING, PROCESSING, AND USE OF PHOTOGRAPHS.**
 - (a) Google Terms of Service. Business agrees that the uploading, processing, and use of the Photographs will be governed by Google’s standard online terms of service for such Photographs as set forth at www.google.com/intl/en/policies/terms or such other URL/Additional Terms as Google may designate from time to time (collectively, the “Google Terms of Service”).
 - (b) Authorization to Upload Photographs to Google for Google’s Use. Business hereby authorizes Service Provider to upload the Photographs to Google on Business’ behalf and licenses the Photographs for Google’s use in accordance with the Google Terms of Service.
6. **LIMITED LICENSE TO SERVICE PROVIDER.** Business grants Service Provider a nonexclusive license to use a reasonable number of images created under this Agreement as “samples” or “portfolio copies” for Service Provider to archive examples of Service Provider’s work and to advertise or market Service Provider’s professional services.

GOOGLE STREET VIEW TRUSTED PHOTOGRAPHY SERVICES AGREEMENT

7. **TIME AND DATE OF SERVICES.** Upon signature, Service Provider will reserve the time and date agreed upon to provide the photographic services. All Service Fees are non-refundable as described in Section 8 below, or unless Service Provider agrees in its sole discretion to permit a rescheduling of the services.

8. **REFUNDS.** Once the shoot is scheduled and/or payment is received, there are no refunds.

9. **INSURANCE.** Service Provider will carry comprehensive general liability insurance coverage for Service Provider's activities on the Business' premises.

10. **CONFIDENTIALITY.** This Agreement is confidential information. Business will not disclose or make this Agreement available to any third party except (a) Google; (b) as specifically authorized by Service Provider in writing; or (c) when compelled to do so by law if Business provides reasonable prior notice to Service Provider.

11. **NO WARRANTIES.** IN CONNECTION WITH THIS AGREEMENT, SERVICE PROVIDER MAKES NO REPRESENTATIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PHOTOGRAPHIC SERVICES OR THE PHOTOGRAPHS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE PHOTOGRAPHS WILL ULTIMATELY BE DISPLAYED BY GOOGLE.

12. **LIMITATIONS ON LIABILITY.**

(A) EXCEPT FOR BREACHES OF CONFIDENTIALITY, (I) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (II) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SERVICE FEE.

(B) GOOGLE'S USE OF THE PHOTOGRAPHS IS GOVERNED SOLELY BY THE GOOGLE TERMS OF SERVICE IN ACCORDANCE WITH SECTION 5 ABOVE. IN NO EVENT WILL GOOGLE BE LIABLE TO EITHER BUSINESS OR SERVICE PROVIDER (UNDER ANY THEORY OR CIRCUMSTANCE) FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13. **MODIFICATIONS.** Any modification of this Agreement must be (a) pre-approved by Service Provider in writing, and (b) reflected in a written agreement that is signed by both Service Provider and the Business.

14. **ENTIRE AGREEMENT.** This Agreement incorporates the entire understanding of the parties relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

GOOGLE STREET VIEW TRUSTED PHOTOGRAPHY SERVICES AGREEMENT

Attachment A

If this agreement covers multiple locations, please list out all locations below. Franchisee locations should not be included. Each applicable franchisee must enter into a separate agreement with Service Provider.