



**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.

_____ Date

Business Owner or Authorized Agent

Printed Name and Title

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

Date Application Received: _____

Date Application Approved: _____

City Approval (signature): _____

Printed Name: _____