

## Buyer's Audio and Video Surveillance Notice and Indemnity

This Notice does NOT constitute Buyer's consent to be recorded, livestreamed or otherwise overseen or overheard.

This Notice applies to both the exterior of a dwelling upon crossing over the property line onto the property, as well as the interior of a dwelling.

### I. SURVEILLANCE

Buyer is advised there could be video/audio/surveillance device(s) located on any property examined by **Buyer and that Buyer or Buyer's representatives may be under surveillance during any such examination.** This includes the potential for being seen and/or overheard in a driveway, on a sidewalk, a front or back step, in a garage, or in or around another outbuilding on the property, as well as inside the home in any room.

Federal and State laws prohibit the interception of an oral communication through the use of any electronic, mechanical, or other device, whether or not recorded, without the consent of a party to that communication.

Connecticut law requires both the person recording audio or intercepting audio or oral communications and the person being recorded to give consent in advance. If Buyer is to be audio recorded, video recorded with audio recording, or live streamed with audio, Buyer shall choose whether or not to consent.

Video surveillance without audio is legal, and therefore **Buyer shall presume Buyer is being video recorded without audio recording, or Buyer is being live streamed without audio at every property showing and open house Buyer elects to attend.** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Buyer Initials)

Buyer agrees to indemnify and hold Broker, its agent(s), its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Seller's use of electronic, mechanical or other device to record audio, video or both at the Property.

II. CAPTURE AND USE OF RECORDED OR LIVE STREAMED PHOTOGRAPHS, AUDIO OR VIDEO  
Photography, audio and video recording or streaming during a showing or open house is prohibited, unless Seller provides buyer with written permission to photograph, stream or record at the property.

Under no circumstances shall Buyer take photographs or videos that intrude on a property owner's reasonable expectations of privacy.

Buyer shall only photograph or video things that are in "plain view". For example, taking a photo or video of the contents in a cabinet, closet or drawer is prohibited.

Any permitted photography, audio or video shall be used only in a manner related directly to Buyer's examination and purchase of a property. Buyer shall not use, transfer, share,

sell, convey, license or distribute any photography, audio or video. Buyer shall not post any photography, audio or video to any social media account or site.

TAKING IMPERMISSIBLE PHOTOGRAPHS OR VIDEOS OR USING THEM FOR AN IMPERMISSIBLE PURPOSE COULD SUBJECT BUYER TO CIVIL LIABILITY.

Buyer agrees to indemnify and hold Broker, its agent(s), its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Buyer's use of electronic, mechanical or other device to record or stream any one or more of audio, video, or photography at the Property.

Buyer Acknowledges Buyer has been provided with this Notice, has had an opportunity to review this Notice with their Attorney, and Agrees to the Terms herein.

\_\_\_\_\_  
Buyer's Signature

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Date

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Buyer's Signature

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Date

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Buyer's Signature

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Date