

Seller's Audio and Video Surveillance Notice and Indemnity

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.

This Notice does NOT constitute permission to record, livestream or otherwise oversee or overhear a visitor to the property.

I. SURVEILLANCE

WARNING: IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO, RECORD, OR CONVEY THE INFORMATION OF AN ORAL COMMUNICATION HEARD THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION.

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. This may include smart devices, doorbells, baby monitors with an audio component, surveillance cameras or other mechanical or electronic means of overhearing oral 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, and by law consent must be obtained in advance.

If there is a video/audio/surveillance device at the Property, Seller is put on notice:

No audio surveillance device may be turned on before or during any showings, open houses, investigations, examinations or inspections of the Property, unless Seller obtains advanced consent of the parties who are being recorded, overheard, intercepted, viewed, or livestreamed, and

The placement of any video surveillance device shall not violate a visitor's reasonable expectation of privacy

Seller 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, inspection or open house is prohibited, unless Seller provides visitor with written permission to photograph, stream or record at the property.

Under no circumstances shall Seller take photographs or videos that intrude on a person's reasonable expectations of privacy.

Any permitted photography, audio or video shall be used only in a manner related directly to Seller's sale of the property. Seller shall not use, transfer, share, sell, convey, license

or distribute any photography, audio or video. Seller 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 SELLER TO CIVIL LIABILITY.

There are risks associated with allowing physical access to the property that are not within the reasonable control of the Broker or Agent, including but not limited to control of visitors during or after a showing or an open house, including the visitors' taking and use of photographs, audio and/or videos of the Property.

Seller 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.

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

Seller's Signature

Date

Seller's Signature

Date

Seller's Signature

Date