

# WildEye Photographer LLC

## Real Estate Photography Agreement and License

### TERMS AND CONDITIONS

YOUR USE OF THE PHOTOGRAPHS SIGNIFIES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS.

#### I. DESCRIPTION OF SERVICES:

Photographer will provide the following services:

- (1) The Creation of marketing photographs of the interior and exterior of the properties that are for sale and /or lease using industry standards.
- (2) The photographer will edit all photographs using industry standards and provide the client finished photographs in digital format based on clients needs for each individual property photographed.

#### II. PERFORMANCE OF SERVICES:

- (1) Photographer will create photographs as per clients stated requests, allowing for artistic expression.
- (2) Photographer will use industry standard equipment and technical skills to meet clients needs for web and print.
- (3) Photographer shall provide client with download link to the final edited photographs no later than 72 hours after the property was photographed.
- (4) Photographer will provide client with a check list to help with getting properties ready to photograph.
- (5) Client will book appointments in a timely manor via phone or using e-mail.
- (6) Client promised he/she has authority to grant us entry and consent for us to take photographs and provide access by either meeting photographer at the property or leaving access to a key on all unoccupied properties.
- (7) Client will coordinate with homeowners for access to the properties that are occupied and provide access by either meeting photographer at property or leaving a key.
- (8) Client will ensure that all properties are ready to photograph before photographer arrives on location at the agreed upon service date/time.

### III. PAYMENT POLICY:

- (1) Client will pay photographer per property photographed.
- (2) Client will make payment with upon services rendered or when invoice is delivered using on-line payment methods.
- (3) Photographs are not licensed for use until full payment is received.
- (4) Photographer reserves the right to at any point to withhold delivery of photographs until payment is made in full.

### IV. CANCELLATION POLICY:

- (1) A minimum of 24 hours notice prior to the agreed upon service date is required.
- (2) Any cancellation made less than 24 hours prior to the agreed upon service date will result in a cancellation fee of a minimum of \$50.00 up to full payment at photographers discretion.

### V. RESCHEDULING POLICY:

- (1) A minimum of 24 hours notice prior to the agreed upon service date is required.
- (2) Any rescheduling done less than 24 hours prior to the agreed upon date of service will result in a rescheduling fee of \$50.00 at photographers discretion.
- (3) The photographer arrives on location at the agreed upon service date/time and determines that the property is not ready to be photographed and must be rescheduled full payment is required.

### VI. RE-SHOOT POLICY:

- (1) Interior photographs require a minimum of a \$50.00 fee up to full cost. This will be based upon the number of photographs needing to be re-shot.
- (2) Seasonal re-shoots of exterior that require less than 5 photos a \$25.00 fee is due.
- (3) Seasonal re shoots of exteriors that require more than 5 photos a \$50.00 fee is due.

### VII. LICENSING RIGHTS:

- (1) All photographs and rights relating to them including copyright, advertising, those not expressed, and ownership rights in the media in which the photographs are stored remain the sole and exclusive property of the photographer.
- (2) Client is granted a non exclusive limited usage non-transferable license for the express propose of marketing the property that is for sale and/or lease. You are permitted to post our photos on multiple listing service(MLS), website, print flyers, run print ads to market the property in local real estate books. Credit line is required with photo when applicable. No rights are transferred to client until full payment is received. All rights end when each property is sold, withdrawn, or listing expires.

- (3) The photographs may not be sold or given to any 3rd party (IE: homeowners, builders, architects, the agents). You agree to refer anyone to us who asks you for the rights to the photos.
- (4) We agree an additional licensing may be required and not to allow use of the photos in a way that will interfere with your rights.
- (5) No alterations to photographs by client or 3rd party is allowed with out written approval of photographer.
- (6) No right are transferred to client until full payment is received. This license is non-transferable and ends when each property is sold, withdrawn or expired.

#### VIII. SOCIAL MEDIA:

- (1) Social Media is defined as Facebook, Twitter or any service or platform that provides a function like the afore mentioned services now or in the future.
- (2) Photos may be used to market the property only on the agents personal feed, agents business feed, agency feed.
- (3) No hashtags, tagging, or other ways of identifying 3rd parties in the photos is permitted (IE: identifying name brands people or businesses).
- (4) Should a photograph become tagged in anyway you agree to remove the tag(s) or have it/them removed within 24 hours.
- (5) When possible provide a credit line of: Photographed by WildEye Photographer.

#### IX. INDEMNIFICATION:

- (1) The client will indemnify and hold harmless photographer from and against any and all claims, damages, costs, and expenses, (including reasonable Attorney's fees) of any kind arising out of clients negligence, willful misuse of photographs and/or willful misconduct.
- (2) No property release exists, and it is clients responsibility to obtain the necessary permissions for usages that required any property releases not delivered by photographer. Photographers liability for all claims shall not exceed in any event the total amount of invoice paid.

#### X. DISPUTES EXCEPT AS PROVIDED IN (XI):

Any dispute regarding these terms and conditions shall, at photographer's sole discretion, either:

- (1) Be arbitrated in Kalispell, Montana under the rules of the American Arbitration Association and the laws of Montana.
- (2) Be adjudicated in Kalispell, Montana under the laws of The United States and/or Montana.

- (3) In the event of a dispute, client shall pay all court cost, photographers reasonable legal fees and expenses, and legal interest on any award or judgment in favor of photographer.

#### XI. TERMINATION:

The license contained in this Agreement will terminate automatically without notice from WildEye Photographer if You fail to comply with any provision of this Agreement. Upon termination, you must immediately:

- (i) stop using the Digital Photos; and
- (ii) Delete any Digital Photos and all copies of all of them from all digital media and destroy all other copies or, upon request of WildEye Photographer.

#### XII. FEDERAL JURISDICTION:

Client hereby expressly consents to the jurisdiction of the Federal Courts with respect to claims by photographer under the Copyright Act of 1976, as amended including subsidiary and related claims.