

PHOTOGRAPHY AGREEMENT AND LICENSE – TERMS AND CONDITIONS

These terms and conditions govern our agreement. Your use of the Products signifies your acceptance of these terms and conditions.

We agree to provide you with the Products. If you have paid us in full, you have the Rights to use the Products. You agree that the Rights to use the Products have been granted only to you. You agree not to transfer, assign or sublicense your Rights to use the Products, or the photographs contained therein, to anyone without my written permission.

When you receive the Products from me please check them to be sure they are acceptable. Any additional services requested after delivery of the Products will incur an additional fee. To avoid misunderstandings you agree to notify me in writing within five (5) business days of receipt of the Products if you believe they are not acceptable, in which case my sole obligation will be to replace the Products. In no event will I be liable for incidental or consequential damages of any kind.

You agree that I will remain the owner of all the copyrights in the Products. ALL PHOTOGRAPHS ARE THE COPYRIGHT OF THE PHOTOGRAPHER. This agreement does not transfer copyright to you. You agree I reserve all rights not granted to you by this agreement. If I discover that someone is infringing on my copyright, you agree to cooperate with me to help me stop the infringement or collect damages.

Your Rights permit you to post my photographs on multiple listing services and make the Products available in your MLS listing for the Property. However, your Rights do not permit third-parties to copy, display or distribute my photographs for the purpose of providing services competitive with my Products unless I give you my written permission.

If anyone asks you for any of your Rights to the Products, you agree to refer them to me. If I agree to allow others to use the Products, an additional licensing fee may be required. I agree not to use the Products in a way that interferes with your Rights.

You authorize me to come onto the Property and take photographs. You have the authority to allow me entry and permit me to take photographs. You promise to indemnify me, defend me, and pay the expenses of my defense, if a claim is made against me arising out of the services I perform for you.

I am an independent contractor and not your employee. You are not my agent and cannot make agreements for me.

My Fee is payable upon delivery of the Products. If for any reason payment is not made within ten (10) days from the date of delivery of the Products, the Rights granted to you will terminate automatically.