

Terms and Conditions

Property Preparation, Pets, and Requests. Client will ensure the Property is ready for photographing prior to the scheduled shoot time. Photographer will not be responsible for any staging, cleaning, dusting, or moving of furniture. Client will ensure any pets are contained during the session, and no pets will be included in the photographs. Properties not prepared properly upon arrival will be photographed, filmed, scanned as is. If client decided to reschedule the day of session a 25% rescheduling fee will be applied.

Cancellation, Reschedule and Late Arrival. If the Client fails to show or provide appropriate access and materials, the entire Photographer's Total Fee is due immediately. If the Client fails to show or provide appropriate access and materials, the entire Photographer Fee is due immediately. If the Client requests to reschedule or cancels 24 or fewer hours before the agreed upon photographic event date, a 25% rescheduling fee will be applied. Any Client that arrives late to the session will have the amount of time late deducted from the time allotted for the session. Photographer will not provide a partial refund or other compensation for the time deducted from the session due to late arrival of the Client. In the event that the weather conditions are not desirable, the session will need to be rescheduled and the reschedule fee will be waived. Due to liability and equipment damages, this decision will be at Photographers sole discretion.

Completion & Delivery. Photographer will provide an online link for Client's review and download accessibility. Digital materials will be delivered both high-resolution and low resolution .jpeg file and format. Processing services include adjustment of white balance, contrast, composition and may employ dodge or shading techniques if appropriate for the photograph. Client should make additional processing requests with sufficient time to allow for normal delays and notify Photographer at the time of the order if there are any extenuating circumstances requiring a quicker turn around. The Photographer does not retain archives on the photographs and all Photographer responsibility for the photographs is completed at delivery. An expedited processing fee of \$25 will be applied to expedited processing requests, in addition to additional requested processing services priced in accordance with the Photographer's Standard Price List. The Photographer will not be held responsible for delivery delays due to the fault of manufacturing and/or delivery services. Client is responsible for the presence of an authorized representative at the session to approve Photographer's interpretation of the assignment. If Client's representative is not present, the Photographer's interpretation will be deemed acceptable.

Property & Travel. The Client will pay a flat fee of \$25 for neighboring counties of Miami Dade and Palm Beach counties. Sessions occurring over sixty (60) miles from the Photographer's address require an additional \$.60 per mile from Hollywood Florida travel fee. Out of state travel fee will be based on the specific needs of the project. All mileage and travel must be paid prior to the session date, unless otherwise specified within.

Independent Contractor. Nothing herein will be deemed to constitute a partnership or joint venture between the Client and Photographer. In entering this Contract, and in providing services. The Photographer has the status of an Independent Contractor, and nothing herein contained will contemplate or constitute an agent or employee relationship and neither the Photographer nor Client will have any authority to bind the other in any way. In the event a third-party Independent Contractor is hired for services and/or products for the photographic session, the Client agrees that Photographer will not be liable for any actions committed by the Independent Contractor, or for products provided by such Contractor. Client agrees to indemnify and hold harmless Photographer for the same. Client acknowledges the need to communicate with the Independent Contractor regarding any allergies to any product provided by the Contractor and agrees to communicate with Independent Contractor regarding the provision of services by the Contractor. The Client will retain full

responsibility for failing to provide feedback on any services prior to or during the session. The session will not be re-photographed due to dissatisfaction in these services without prior notice.

Photographic Materials & Artistic Rights. No photographic materials will be released until the agreed upon amount is paid in full per the payment schedule outlined in this Agreement. The Client will use the photographic materials in accordance with a Commercial License. The Photographer retains the right of discretion in selection and processing of the photographic materials released to the Client. All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, will be the exclusive intellectual property of the Photographer. If necessary, Client will execute any documents and undertake any other reasonable action necessary to effectuate or memorialize ownership of all intellectual property by the Photographer.

Commercial License Terms. Photographer grants Client a license to reproduce, publicly display, and distribute the photographs for promotional and advertising purposes directly related to, and for the exclusive purpose of, listing the Property for sale or lease. Use of the photographs for any purpose not directly relating to the sale of the Property, Client must receive express written permission from the Photographer and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s), through Internet Usage and Physical Usage in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer. Further, the Client agrees not to utilize the photograph(s) in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer.

Internet usage ("Internet Usage") includes digital distribution of the photographs for use on Client's website, email marketing, broadcast program and related social media business platforms (e.g. Facebook, Twitter, Instagram) for the Client's advertisement of the Property listing. Client may upload photographs to any Multiple Listing Service ("MLS") website solely for promotion of the property during the Term of this Agreement. Regardless of any conditions of the MLS, at no time does this Agreement grant Client the right to transfer copyright, or any other exclusive rights as provided by 17 U.S.C. § 106. Photographs may contain copyright management information (CMI) at the discretion of the Photographer in the form of either 1) a copyright notice ©, and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Photographer for any penalties and awards available under the statute. Client is responsible for ensuring that the photographs are removed from the MLS databases at the expiration of this Agreement.

Physical usage ("Physical Usage") includes physical reproductions of the photographs for use in physical marketing activities (e.g. brochures, business cards, wall displays, and billboards) for the purposes of advertising the Property listing. Client may not use the photograph(s) in merchandise or products for resale. Client may modify the images in commercially reasonable manners to facilitate distribution of the photographic materials as identified in this Agreement. Modifications are limited to resizing, cropping and resolution adjustment to fit the distribution platform requirements.

Client will promptly call to the attention of Photographer the use of the photographs by any third-party which Client considers to be an infringement. Photographer and Client shall consult one another as to whether proceedings shall be brought against such third parties. If Photographer and Client decide that action should be taken against such third parties, Photographer may take such action in their own name or, alternatively, Photographer may authorize Client to initiate such action in Photographer's name. Licensee and Licensor agree to cooperate fully with one another to whatever extent it is necessary to prosecute such action, all expenses being borne by Photographer and all damages that may be recovered being solely for the account of Photographer.

These Commercial License Use terms survive any modification or termination of this Agreement, unless expressly revoked by Photographer.

Indemnification. Client agrees to indemnify, defend and hold harmless Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Photographer provides to Client. Claims against Photographer for the delivered artistic works must be brought to Photographer 's attention within one calendar (1) week fr