

Real Estate Photography and/or Aerial Photography Agreement

1.1 General provisions

The Parties. This Photographer Service Contract ("Agreement") made _____("Effective Date"), is by and between:	
Photographer: Ketsiri De Bord	Company: Kiss of Heaven Photography
AND	
Client: _____("Client")	
Location of property: Address: _____	

1.2 Scope of the Agreement

The Photographer shall provide photography services for real estate by _____(Date), including (Check all that apply)

- 20 photos of the interior consisting of the bedrooms, toilet and bathrooms, dining room, living room, other rooms and the exterior areas with 2D-floor plan
- 30-40 photos of the interior consisting of the bedrooms, toilet and bathrooms, dining room, living room, other rooms and the exterior areas with 2D-floor plan
- 6 Aerial/Drone photos with a reel video
- Virtual staging for _____ images (\$24/image)
- Others (Please specify)

Client should understand that there can be times aerial photography services cannot be completed due to circumstances beyond the photographer's control (such as weather). In those circumstances, the decision about shooting is up to the Photographer. No rescheduling fee will be charged in the event of bad weather. Reschedules will be subject to availability.

The photography service includes basic editing of images such as, but not limited to, cropping, toning, color adjustments, among others.

Delivery: Photographer may select delivery of photographs in JPEG, TIFF, PNG, or other standard format, at a resolution that Photographer determines will be suitable for the client's intended use. Photos as licensed within 24 hours. It is the Client's responsibility to verify that the Photos are suitable for reproduction and if the Photos are not deemed suitable, to notify the Photographer within five (5) business days.

Photographer has no obligation to retain or archive any Photos delivered to Client.

Ownership

All Photos and rights relating to them, including copyright and ownership rights in the media in which the Photos are stored, remain the sole and exclusive property of the Photographer. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Photos only for promotional or advertising purposes related to the sale of the Property. Photos used for any purpose not related to the sale of the Property must be with the express permission of Photographer and the payment of additional fees, unless otherwise agreed to in writing.

Photos may be uploaded to any MLS listing service solely for promotion of the Property during the pendency of this Agreement. However, regardless of any terms and conditions of the MLS, at no time does this Agreement provide the Client with the right to transfer copyright, or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106. Photos 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 Photos are removed from MLS databases at the expiration of this Agreement.

Unless otherwise specifically provided elsewhere in this document or other signed agreement between the parties, any grant of rights is limited to a term of either one (1) year from the date of this Agreement, or (2) at the termination of Client's representation of the Property, whichever occurs first. Further use of images beyond one (1) year requires the Photographer permission and additional fees. Rights are assigned to the Client immediately upon delivery of the Photos.

Photographer Responsibilities

The aerial Photographer shall comply with all federal, state, and local laws, rules, and regulations regarding necessary licenses, permits, and registrations in the performance of the services of this Agreement. Any regulated services performed under this Agreement shall be done by those authorized and licensed in that locality, state, or nation to perform such services.

Client Responsibilities

It shall be the responsibility of the Client to prepare the property such as cleaning, gardening, among others, for photography. Before the service, the Photographer will provide instructions on how to prepare the Property for the photographer to achieve the intended results. If the Property is not ready at the date of the shoot, the Photographer may refuse to shoot and charge additional expense for travel for rescheduling or proceed with the shoot in its actual state or condition.

Payment Amount and Terms

The Client agrees to pay the Photographer the following compensation for the Service performed under this Agreement: (check one)

<input type="checkbox"/>	\$____ / Flat Rate
<input type="checkbox"/>	Other: _____.

Deposit. The Client is:

- To pay a deposit in the amount of \$_____ to the Photographer as an advance on future Services to be provided.

Any remaining balance to the agreement shall be due within 6 days after the client receives images.

Cancellation:

If Client cancels this Agreement prior to 1) the Property shoot and 2) within 2 weeks of this agreement, Client will pay any expenses incurred and a twenty-five (25)% of the agreed upon amount. For Client cancellation within two (2) days of the Property shoot, Client is responsible for 100% of the fee and any expenses incurred.

Modifications

Any modification in this Agreement must be with the express permission of both parties made in writing and signed by both.

Disputes Resolution

Any dispute or breach arising out of this Agreement shall be resolved by arbitration under the exclusive laws of the State of Washington, without regard to the conflict of laws of other states.

Separability

The invalidity or unenforceability of any part of this agreement shall not affect in any way the whole or the remainder of the provisions herein. The remaining provisions in this agreement shall continue to be valid and enforceable.

Waiver

Only waivers expressly made by the waiving party in writing and signed by both parties shall be recognized as an actual waiver in compliance with this agreement.

Assignment

This Agreement may not be assigned to any other party without the consent of the other.

Entire Agreement

This Contract constitutes the final and entire agreement made by and between the parties hereto and supersedes all other oral or written prior agreements.

In witness whereof, this Agreement is duly executed by the parties as set forth below:

CLIENT:

By: _____

The above person is authorized to sign for Owner and bind the
Owner to the terms hereof

Title: _____

Date: _____

PHOTOGRAPHER:

By: _____

Photographer's Name Here

Title: Ketsiri De Bord

Date: