



**ProPropertyPix.com/Christopher Reid Photography**

## **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.

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

All properties will be photographed “as-is.” Although we may make some minor adjustments to furnishings for compositional purposes, we do not perform any cleaning or decluttering prior to shooting. Preparation of the house is the responsibility of the homeowner/agent. Please download and review the home preparation guidelines prior to the session.

When you receive the Products from us please check them to be sure they are acceptable. Any additional services requested after delivery of the Products will incur an additional fee. This includes retouching out undesirable elements that should have been removed during the staging. To avoid misunderstandings you agree to notify us in writing within five (5) business days of receipt of the Products if you believe they are not acceptable, in which case our sole obligation will be to replace the Products. In no event will we be liable for incidental or consequential damages of any kind.

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. Your Rights permit you to post our photographs on multiple listing services, make the Products available in your MLS listing for the Property and use the Products in printed advertising materials used to for the sole purpose of marketing the subject property. You agree not to transfer, assign or sublicense your Rights to use the Products, or the photographs contained therein, to anyone without our written permission.

You agree that we will remain the owners of all the copyrights of the Products. ALL PHOTOGRAPHS ARE THE COPYRIGHT OF THE PHOTOGRAPHER (See U.S. Copyright Law Title 17 Sec. 201a). This agreement does not transfer copyright to you. You agree we reserve all rights not granted to you by this agreement. If we discover that someone is infringing on our copyright you agree to cooperate with us to help us stop the infringement or collect damages.

We are an independent contractor and not your employee. The photographs produced are not “Work for hire.” You are not our agent and cannot make agreements for us.

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

Fees are payable at time of photo session unless an alternate payment schedule has been negotiated.