

Description of Services

This agreement constitutes an order for commercial real estate photography services, and any additional services outlined above in the package. It is agreed to by both parties, photographer (Christal Lamb/Christal Clear Images) and broker/real estate agent (client). All payments are due in-full prior to shoot start time. Client agrees to pay total amount by the final payment due by date as defined above.

Entire Agreement

This is the entire agreement between Photographer and Client and supersedes all previous agreements. It cannot be altered without written consent of both Photographer and Client.

Client Rights

The Client gains "non-exclusive rights" to the digital and physical photos, online and in print. No rights herein may be transferred or assigned in whole or in part. The photos may not be used any manner other than outlined. The photos provided allow the client to use the photos for any commercial purpose; advertisement purpose print or online. Client may not use the photos for publications.

This license provides the Client with the limited right to reproduce, publicly display, and distribute the Photos only for promotional or advertising purposes directly related to the sale of the Property. Photos used for any purpose not directly 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 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 Photographer's permission and additional fees. Rights are assigned to the Client immediately upon delivery of the Photos.

Photographer's Rights

It is understood that any and all images, whether proofs, digital files, final prints or sample prints, can be used for the photographer's promotional, marketing, and educational purposes as the photographer deems fit. Photographer retains all rights including copyrights of the photos.

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 directly related to the sale of the Property. Photos used for any purpose not directly 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.

Default

In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Photographer's costs and expenses incurred in connection with enforcement of the terms of this agreement or incurred as a relation to the assignment including Photographer's reasonable legal fees if applicable.

Releases

All permits and permissions required for the Photographer to photograph the event, whether for location, personal release or any other cause, are the responsibility of the Client to obtain.

Limitation of Liability

Although all care will be taken with these photography services and the digital photographs taken, the Photographer limits any liability for loss, injury, death, inability to perform the photography services for any reason, failure to deliver images for any reason or any other types of damages to the return of all payments already paid to the Photographer up to Total Amount defined above.

Indemnification

Client hereby agrees to indemnify, release, discharge and hold harmless the Photographer, its heirs, legal representatives, assigns, employees or any persons or corporations acting under permission or authority of the Photographer from and against any liability or claims arising as a result of any work done related to this agreement. This includes, but is not limited to claims related to the use of the likenesses of anyone captured in the images or any distortion, blurring or alteration that may occur or be produced in the taking, processing or reproduction of the photographs.

Delivery of Photos

No part of any order, including previews, will be delivered until the balance is paid in full. Photos will be delivered to the client within the time-frame outlined above. Photos will be delivered to the client via email through a password protected gallery link. All photos will be made available to download immediately.

Transfer

This agreement cannot be transferred or assigned to any third party by either the Photographer or Client without written consent of both Parties.

Reshoots

Client will be charged 100% fee and expenses for any re-shoot required by Client, this includes any add-on services and/or travel expenses.

For any re-shoot required because of force majeure, (other than inclement weather which is addressed below) or the fault of a third party, Photographer will charge no additional fee and Client will pay all expenses.

Cancellation

For cancellations or postponements required other than inclement weather which is addressed below, if notice of cancellation is given less than 48 hours before the shoot start-time, Client will be charged a \$50 fee. Client is also responsible for payment of all shoot-related expenses incurred by Photographer up to the time of cancellation.

Weather

In the event that the photographer deems weather conditions to be unsuitable for photographing the event, photographer will provide client with notice as early as possible. Client and Photographer will work together to find a more suitable date to photograph the event. No charges/fees will be applied. In the event that photographer and client cannot arrange a better date, photographer will refund client 100% of what client has already paid.

Return Trip

It is the clients' responsibility to ensure that the property is accessible and all third-parties are aware of the event. In the event that the property/structure is not accessible (owner/Realtor not there, threatening/dangerous conditions, etc.) photographer will make all attempts to contact the contracting client. Photographer will wait at the property no longer than 15 minutes for owners/Realtor to arrive if no contact has been made. At this point, the shoot is considered canceled and client will be billed for/refunded half of the session total.

If the shoot starts at least 30mins late due to any circumstances outside of photographers control, client may be required to cancel or reschedule if photographer's schedule cannot accommodate the late start. If photographers schedule can accommodate the late start, client will be sent a separate invoice for each 15min increment delay.

30mins late: \$25

45mins late: \$50

1hour late: \$75

Execution

Digitally signing this agreement has the same effect as manually signing a paper original.