

## **NOTICE OF LICENSE**

The photographer issues a limited license for the client to use the digital images supplied under this contract in his or her MLS listing and in other promotional materials intended to sell and market the property under his/her current contract with the property owner. These images are for promotion and advertising of the home and is not to be used for personal sites or additional non related marketing pertaining to the sale of that property, additional licensing for image use is required. Images considered for use in any publication online and/or print also requires approval for use of images and needs to include photo credit. Those images may NOT be transferred to subsequent listing agents or the client in the event that the property does not sell under the terms of the current contract. Images delivered through the downloadable link is strictly for the use of the client to publish the images. Sharing of this link with other individuals is not allowed.

## **NOTICE OF COPYRIGHT**

It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

## **TERMS AND CONDITIONS**

- It is understood this Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- **Upon receipt of order, the Photographer shall reserve the time and date agreed upon. Unless the Photographer is able to fully replace the canceled reservation, all fees and retainers are nonrefundable if canceled or rescheduled within 24 hours of appointment, 50% of fees and retainers are nonrefundable if canceled or rescheduled within 48 hour of scheduled appointment, even if the session is rescheduled or canceled for any reason other than inclement weather. A full refund is up to the photographer's discretion.**
- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of photographs meeting the artistic standards of the photographer, photographer may elect to reschedule the session. If rescheduled for any other reason other than inclement weather all fees and retainers are nonrefundable.
- The Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of images from this session in this manner and shall indemnify and defend the Photographer in the event of litigation arising out of such use.

**Negatives, digital files and previews remain the exclusive property of this Photographer and may not under any circumstances be given as a gift or transferred to any outside and/or 3rd parties without the approval of the Photographer.**

- If the Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of all monies paid.
- The charges in this Contract are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.