

Photography Service Agreement

THIS SERVICE AGREEMENT dated _____ is BETWEEN:

(the “client”)

- AND -

SoCo Home Photography

(the “contractor”)

IN CONSIDERATION OF the following matters, the parties listed above (the client and the contractor) agree to the following:

Services Provided:

1. The client is engaging the contractor to capture, edit, and deliver digital photos, aials, and videos to assist in the sale, lease, or rental of a real estate property.

Term of the Agreement:

2. This agreement begins on the above date and remains in effect indefinitely until terminated by the contractor, or by mutual agreement of the parties.

Ownership of Intellectual Property:

3. All intellectual property and related material created under this agreement will be the property of the contractor. The contractor retains the copyright for all intellectual property and reserves the right to sell that property to any other individual or organization. The client does not own or hold the copyright to intellectual property created by the contractor.
4. The client will receive a non-exclusive limited-use license for the intellectual property upon full payment of the amount invoiced by the contractor.

5. The non-exclusive limited-use license includes:
 - a. A two year term of use, beginning on the day the full payment is received for use of the intellectual property.
 - b. Use of the intellectual property is granted solely to the client listed on this contract. Resale of the intellectual property by the client, or granting use to an unlicensed party by the client, is a violation of federal law and this agreement.
 - c. The intellectual property created by the contractor is to be used solely in the sale, lease, or rent of the real estate property featured in that intellectual property. Any other use must be approved by the contractor.
6. The client agrees to not alter any intellectual property of the contractor without express permission from the contractor. This agreement does allow for the placement of text over the photos, as long as it relates to the sale, lease, or rent of the real estate property pictured.

Cancellation Policy:

7. The client agrees to notify the contractor of the cancellation or rescheduling of an appointment before 12:01am on the day of the scheduled appointment. The client will notify the contractor via written communication (text, email). Should the client cancel or reschedule an appointment, for any reason, on the same day that it is scheduled, he/she will be liable for an amount up to 50% of the cost of the scheduled appointment. Should the client cancel or reschedule an appointment, for any reason, after the contractor has arrived at the scheduled appointment, the client will be liable for an amount up to the full price of the scheduled appointment.

Staging Policy:

8. The client agrees to have the real estate property ready to photograph before the arrival of the contractor. The contractor captures photos/aerials/videos of real estate properties in the condition that the property is in upon the contractor's arrival (commonly known as "as-is"). The contractor will not act as a stager, house cleaner, or moving service. The client understands that besides opening blinds/curtains and turning on lights, the contractor will not handle or move a homeowner's personal property. The client agrees to pay the contractor up to an additional \$100/hr for additional time the contractor spends at a real estate property waiting for it to be prepared, cleaned, or staged for photos.
9. The client agrees to not schedule any other service to occur at the same time that the contractor is scheduled perform services. The contractor may charge up to \$100/hr for additional time spent at a real estate property due to the presence of cleaners, painters, laborers, landscapers, or other service workers.

Drone Policy:

10. The contractor agrees to carry a minimum of \$1,000,000 of aviation liability insurance for lightweight unmanned aircraft through Verifly Insurance Services, Inc as required by federal law. The contractor also agrees to hold a Part 107 Remote Pilot Certification issued by the Federal Aviation Administration as required by federal law.

Photoshop Policy:

11. The contractor will digitally alter images to remove the photographer, camera equipment, and real estate signs from the image. Any additional edits requested by the client must be submitted to the contractor via email or writing. The price of requested additional image alterations will be determined by the contractor on a case-by-case basis. The contractor will

not make alterations to photos that would misrepresent the physical condition of a real estate property.

Payment & Costs:

12. The client agrees to pay the contractor for any and all services rendered. Payments are due before or at the time of the delivery of the photos. Outstanding invoices will be charged a late fee of 10% if not paid in full by 5:00pm on the 14th calendar day after the client was sent the invoice. An additional \$5 late fee will applied each day thereafter until payment is made in full.
13. The client agrees that before scheduling an appointment, he/she has reviewed the costs of service on the contractor's website, or he/she received a written or emailed quote from the contractor; and he/she agrees to pay for those services upon delivery of the photos/aerials/ videos. The contractor's website is: www.socohomephotography.com/pricing.
14. The contractor will charge a travel fee of \$1.50/mile roundtrip for properties that are more than 25 miles from the contractor's business address.

Property Access:

15. The client will ensure that he/she has the authority to access, enter, and photograph a real estate property. And the client authorizes that it is safe for the contractor to access, enter, and photograph a real estate property.
16. The client agrees to provide the contractor with the correct physical address when scheduling an appointment. The client, a representative of the client, or a homeowner will be present to allow the contractor access. If not, the client will provide the contractor with a lockbox code or garage code to allow access. If the contractor is unable to locate or unable to gain access to

a property, for any reason, the contractor may cancel the appointment (see cancellation policy).

Indemnification:

17. The client will indemnify, defend, and hold the contractor and its employees harmless from and against any claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees negligence or willful misconduct arising from, or related to, this agreement.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this date:

Client (Print Name)

Client (Sign Name)

_____

SoCo Home Photography

Contractor