

PHOTOGRAPHY AGREEMENT AND LICENSE - TERMS AND CONDITIONS

These terms and conditions govern our agreement. The terms in initial capitals have the meanings assigned to them above. Your use of the Photographic Images signifies your acceptance of these terms and conditions.

We agree to provide you with the Photographic Images. You agree that the Rights to use the Photographic Images have been granted only to you. You agree not to transfer, assign or sublicense your Rights to use the Photographic Images, or the photographs contained therein, to anyone without our written permission.

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

You agree that we will remain the owners of all the copyrights in the Photographic Images. ALL PHOTOGRAPHS and PHOTOGRAPHIC IMAGES ARE THE COPYRIGHT OF SNAP2CLOSE REAL ESTATE PHOTOGRAPHY. 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.

Your Rights permit you post our photographs on multiple listing services and make the Photographic Images available in your MLS listing for the Property. However, your Rights do not permit third-parties to copy, display or distribute our photographs for the purpose of providing services competitive with our Photographic Images unless we give you our written permission.

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

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.

We are an independent contractor and not your employee. You are not our agent and cannot make agreements for us.