

## **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.

Snap2Close Real Estate Photography "Snap2Close" agrees 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 Snap2Close 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 twenty four (24) hours 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.

In the event that you have scheduled Snap2Close to perform a photo shoot for a property and have confirmed within 24 hours before that scheduled photo shoot time that the property is

prepared and ready for Snap2Close to photograph, then you agree to pay the full rate agreed to in the event that the property is not prepared upon our arrival and that you agree to pay such fee within 24 hours. Snap2Close will only return to photograph that property if payment is made in advance of the return trip.

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