

[ON PHOTOGRAPHER'S LETTERHEAD]

Real Estate and Architectural Photography Agreement and License

Client:

Date:

Property:

Products: interior and exterior photos
 virtual tour
 flyers/brochures
 floor plans
 sign riders
 virtual staging
 single property website
 other _____

Rights: Use of the Products by Client and Client's multiple listing service for marketing and sale of the Property during the term of Client's listing agreement.

Total Price:

Due Date:

Dear [insert name],

Thank you for your choosing us for real estate photography services! The terms and conditions of our agreement are set forth below. **READ THEM CAREFULLY.** They govern our relationship and your use of our services. We look forward to working with you!

Sincerely,

Photographer

[ON PHOTOGRAPHER'S LETTERHEAD]

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 Products signifies your acceptance of these terms and conditions.

We agree to provide you with the Products. If you have paid us in full, you have the Rights to use the Products. You agree that the Rights to use the Products have been granted only to you. You agree not to transfer, assign or sublicense your Rights to use the Products, or the photographs contained therein, to anyone without our written permission.

When you receive the Products from us please check them to be sure they are acceptable. Any additional services requested after delivery of the Products will incur an additional fee. To avoid misunderstandings you agree to notify us in writing with five (5) business days of receipt of the Products if you believe they are not acceptable, in which case our sole obligation will be to replace the Products. 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 Products. ALL PHOTOGRAPHS ARE THE COPYRIGHT OF THE PHOTOGRAPHER. 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 Products 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 the Products you have purchased from us unless we give you our written permission.

If anyone asks you for any of your Rights to the Products, you agree to refer them to us. If we agree to allow others to use the Products an additional licensing fee may be required. We agree not to use the Products 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.

Our Fee is payable upon delivery of the Products. If for any reason payment is not made within (30) days from the date of delivery of the Products, the Rights granted to you will terminate automatically.