

## REAL ESTATE PHOTOGRAPHY SERVICES & FEES

- **Standard Photo Session:** \$200. For homes up to 3000 square feet. This includes both interior and exterior photographs and will take approximately 2 hours. If light conditions are not good for exterior photographs, an additional time for exterior only will be scheduled without charge. Between 15-20 finished images will be delivered as well as an internet ready slideshow.
- **Large Home Session:** \$300. For homes over 3000 square feet. Please expect this session to take 2-3 hours.
- **Twilight Photos:** \$150. Twilight shots are done between sunset and approximately 40 minutes after sunset. All lights in the home must be turned on and there may be added lighting. Twilight shots give a dramatic and elegant look to the home. Normal photo sessions may be scheduled to take advantage of twilight hours at no extra charge.
- **Image Editing:** \$50 per hour. Image editing allows cars and garbage cans to be removed from driveways and make other improvements to photos. I do not change any of the physical characteristics of the home with image editing.
- **Hourly Photographic Fee:** \$50 per hour — 2 hour minimum. This is for those times when the standard or large photo sessions do not meet the needs of the client.

## TERMS OF SERVICE

- **Scheduling:** Please contact via telephone (405-720-0708) no less than 24 hours before your preferred time. Most homes can be shot in 2 hours although larger homes and/or special conditions may take longer.
- **Photographing the Home:** The homeowner or someone authorized by the homeowner (the agent) should be present at the shoot to give access to the home and to discuss any special considerations such as what should be included or excluded in shots. My goal is to provide at least 15 quality photos that include a front exterior, back exterior and all the major rooms such as living room, dining room, family room, kitchen, master bedroom, master bath and bedrooms. Powder rooms, small bathrooms, utility rooms or garages are not a shooting priority unless you give us direction otherwise.
- **Pets:** Please make sure pets are contained while photographs are being made. Pets are never included in photos.
- **Cancellation Policy:** If cancellation or rescheduling is necessary, please give 24 hours notice.
- **Photo delivery:** After the photos are made, they will be edited and optimized for quality and delivered to you within 24 hours. You will receive an e-mail with a link and instructions on downloading your photos. You may also receive a CD with all photos on it for your records. Top quality prints are available at an additional charge.
- **Photo Rights and Usage:** All photos produced for the client may be used by that agent for all marketing associated with the current sale of the property in accordance with local MLS rules. Please note that the photos will be copyrighted by the photographer and a license granted only to the agent and NOT to any third party. **Any usage of the photos by a third party, including but not limited to architects, builders, stagers, designers, sellers or buyers is prohibited unless approved in writing by the photographer.**

# RICHARD SMITH PHOTOGRAPHY

## Real Estate and Architectural Photography Agreement and License

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Property: \_\_\_\_\_

Size: \_\_\_\_\_

Other instructions:

---

---

---

---

---

---

---

---

Products: Interior photos, exterior photos, virtual tour

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

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!

### 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.

## **Real Estate and Architectural Photography Agreement and License**

-2-

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 within 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 our Products 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.

This Agreement sets forth the entire understanding and agreement of the parties, and supersedes any and all prior agreements between the parties. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of Oklahoma. Any claim or litigation arising out of this Agreement or its performance may be maintained only in courts physically located in Oklahoma County, Oklahoma, and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.