



REAL ESTATE PHOTOGRAPHY AGREEMENT
SILVER STATE MEDIA LLC

Participants:

Client

Name: _____

Email: _____

Photographer

Desirea Danner

silverstatemediallc@gmail.com

TERMS: This Agreement applies to any photograph, graphics, digital assets, or digital images created or taken by Photographer “*SILVER STATE MEDIA LLC*” and delivered to the Client (collectively known as “PHOTOS”) for any future Listing of Realtor “_____”. This Agreement governs the relationship between the parties and in no event shall any e-mail communication or other exchange, amend or otherwise modify the terms of this Agreement unless agreed to in writing. This Agreement shall become effective on FEBRUARY 6, 2023 and shall, unless otherwise terminated, continue indefinitely until it is terminated under the terms of this document.

Rights: All Photos and rights relating to them, including copyright and ownership rights in the media in which the Photos are stored, remain the sole and exclusive property of the Photographer. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Photos only for promotional or advertising purposes directly related to the sale of the Property. Photos used for any purpose not directly related to the sale of the Property must be with the express permission of the Photographer and the payment of additional fees, unless otherwise agreed to in writing.

Photos may be uploaded to any MLS listing service solely for promotion of the Property during the pendency of this Agreement. However, regardless of any terms and conditions of the MLS, at no time does this Agreement provide Client with the right to transfer copyright, or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106. Photos may contain copyright management information (CMI) at the discretion of the Photographer in the form of either 1) a copyright notice ©

and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Photographer for any penalties and awards available under the statute.

Relationship of the Parties: The parties agree that Photographer is an independent contractor, and that neither Photographer, nor Photographer's employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Photographer and the Photos or any other deliverables prepared by Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

Creation: The manner and method of creating any Photographs is solely at the discretion of the Photographer and the Client has no right to control Photographer's manner and method of performance under this Agreement. Photographer will use his/her best efforts to: (a) ensure that the Photos conform to Client's specifications; and (b) submit all Photos to Client in publishable quality, on or before the applicable deadlines.

Delivery: Photographer may select delivery of photographs in JPEG, TIFF, PNG, or other standard format, at a resolution that Photographer determines will be suitable for the Photos as licensed. It is the Client's responsibility to verify that the Photos are suitable for reproduction and that if the Photos are not deemed suitable, to notify the Photographer within five (5) business days. Photographer's sole obligation will be to replace the Photos at a suitable resolution but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages.

Unless otherwise specifically provided, Photographer is not responsible to provide images 1) larger than 8"x10" at 300 dpi or 2) in a format higher than 8-bit or in RAW format. Photographer has no obligation to retain or archive any Photos delivered to Client.

Expectations of Agent/Owner: Agents and homeowners are expected to have the property cleaned and staged prior to the photo shoot. If the property is not ready to be photographed you should make every effort to reschedule 24 hours prior to the shoot. Silver State Media, LLC is not responsible for staging, cleaning, decluttering, or landscaping. We are not a staging service, cleaning service, or a landscaper...we are a photography service. In the event that the Property is not ready at the date of the shoot, the Photographer may refuse to shoot and charge additional expense for travel for rescheduling or proceed with the shoot in its actual state or condition.

Fees: All fees and expenses payable under this agreement are required no later than ten (7) business days from the delivery of the Photos and payable irrespective of whether Client makes actual use of the Photos. If full payment has not been received within thirty (30) days all rights are revoked at Photographer's discretion. In the event rights are revoked, all images in the possession of Client will be removed from all forms of media and permanently destroyed within ten (10) days. Client shall provide the Photographer with a written statement that all images have been removed and destroyed. Failure to pay for the images will result in a copyright infringement/violation. Failure to stop using them will result in legal action.

Cancellation & Rescheduling Policy: By scheduling service you affirm that the property is ready for photos to be taken. You also understand that we charge a \$50 service fee when we must return to a property in which it is not our fault. This includes, but is not limited to: property not ready, staging incomplete, construction, agent/owner not home, no key in lockbox, etc. We understand how dynamic the real estate industry is and things can change in an instant! However, we respectfully ask for 24-hour notice to cancel or reschedule photo shoots. Within the 24-hour window, a cancellation fee of \$50 will be assessed. If I arrive at the property to find the shoot is canceled (including denied access to the property), 25% of the quoted shoot amount will be assessed in addition to the \$50 cancellation fee.

Rescheduling Due To Weather- Photo shoots will continue as scheduled as long as it is not physically raining/snowing. If rain/snow is present, we can shoot the interior as the seller has probably put a lot of hard work into getting it ready for the scheduled shoot. We will then return for exterior photos at the earliest day possible where the weather cooperates. Another option is we can reschedule the entire shoot to my next available appointment. (No reschedule fees will be assessed for inclement weather.)

Delivery of Photos and Storage: For most standard real estate shoots, Silver State Media, LLC guarantees a 24 hour or less turnaround time. Some photo shoots of larger properties or with extensive editing/special requests, such as luxury, twilight, and aerial videography may take up to 48 hours. Silver State Media, LLC will also maintain a photo backup and provide access to the final images for up to 60 days after the photos are delivered to the client via download link. After 60 days, Silver State Media, LLC cannot guarantee the photos will be available, however if they are, there will be a \$25 retrieval fee if the client requests another copy. It is highly recommended to download the photos immediately after receiving the final download link as this will ensure no future issues or retrieval fees.

Marketing: Silver State media, LLC has the right to use any listing photo that photographer has taken on all social media platforms of their choice. This also includes using any photos that were taken for marketing on photographer's business pages. Silver State Media, LLC will allow a 24 hour

grace period from when the Download link has been delivered to the client to post initially. Silver State Media, LLC has the right to post any type of social media story on their platform prior to delivering the download link of developed photos if they do not show in the story: address, location, whose listing, etc. This is known as a “teaser” to Silver State Media’s followers and helps advertise their business.

Right to Refuse: Silver State Media, LLC reserves the right in its sole discretion to refuse service at any time for any reason. At any time, Silver State Media, LLC can terminate the relationship with a client for overdue invoices, poor communication, or unreasonable requests.

Signatures

Print Name

Desirea Danner