



Jackson Premium Real Estate Photography MLS Photography Agreement

Client ("Client") as agent for the property owner is hiring Jackson Premium Real Estate Photography as real estate photography provider to conduct the assignment of photography outlined in the job description below. The following sets forth the agreement between these two parties and binds them both upon Client's acceptance of Jackson Premium Real Estate Photography services.

JOB DESCRIPTION

For the Fees and Expenses itemized in the invoice and paid in advance, Jackson Premium Real Estate Photography will produce real estate photography for Client MLS listings of one single property address and deliver the appropriate number of images by providing a download link to Client. Image views and compositions are at the photographer's discretion. Client is encouraged to provide a written list of important areas of interest. Jackson Premium Real Estate Photography may decline, or charge additionally for, work requested by Client that Jackson Premium Real Estate Photography reasonably deems to be beyond the scope of the assignment.

CANCELLATION / POSTPONEMENT

Cancellation/postponement by Client for any reason within 4 hours prior to the appointment time incurs a fee of \$75 or 50% of the session fee, whichever is more. Full assignment fee is levied for Client No-Show or cancellation by Client while photographer is en route or at location.

OWNERSHIP OF THE WORK

Jackson Premium Real Estate Photography is the sole creator and sole copyright owner of the images. Jackson Premium Real Estate Photography reserves all rights in the image(s) without limitation, and including publishing and use rights in any and all media throughout the world.

Jackson Premium Real Estate Photography hereby grants Client, upon payment in full, a non-exclusive license to publish all delivered images for a single listing in Multiple Listing Services, on related real estate web sites and in related marketing materials. All rights and licenses end when the property listing closes, expires, or is surrendered. Reuse or additional use requires an additional fee, unless arrangements are made in advance.

Client may not assign any of its rights or obligations under this agreement without the written consent of Jackson Premium Real Estate Photography. Jackson Premium Real Estate Photography will not consent to such transfer or assignment unless the assignee or transferee agrees in writing to be bound by all terms of this Agreement.

Jackson Premium Real Estate Photography COPYRIGHT NOTICE

Client MUST include the Jackson Premium Real Estate Photography copyright credit line when any image or group of images is published: ©2018 Jackson Premium Real Estate Photography. All rights reserved. The notice should be affixed to copies of the work in such a manner and location as to give reasonable notice of the claim of copyright.

LIMITED WARRANTY

JACKSON PREMIUM REAL ESTATE PHOTOGRAPHY WARRANTS THAT NO OBLIGATION TO A THIRD PARTY PROHIBITS JACKSON PREMIUM REAL ESTATE PHOTOGRAPHY FROM ENTERING INTO THIS AGREEMENT, AND THAT TO JACKSON PREMIUM REAL ESTATE PHOTOGRAPHY'S KNOWLEDGE, WORK PRODUCED UNDER THIS AGREEMENT WILL NOT VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIMITATION OF LIABILITY UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE AMOUNT OF JACKSON PREMIUM REAL ESTATE PHOTOGRAPHY'S TOTAL FEES UNDER THIS AGREEMENT.

MISCELLANEOUS

This agreement is between Client and Jackson Premium Real Estate Photography and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other. This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of Tennessee govern this agreement and any disputes arising from it must be handled exclusively in courts in that state. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

END