



## REAL ESTATE PHOTOGRAPHY AGREEMENT TERMS & CONDITIONS

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By ordering services from Julie Lubick Photography you agree to the following service agreement for digital imagery. I hope these policies are helpful and instructional as we work together to create beautiful photographs for your marketing.

***Your use of the photographs signifies your acceptance of the terms and conditions.***

### **Description of Services**

1. Photographer will produce photographs per clients state requests, allowing for artistic expression.
2. Photographer will use industry standards in equipment and technical skills to meet the client's needs for internet and print use.
3. The photographer will edit all photographs and provide the client finished photographs in digital format based on clients' specific needs for each individual property photographed.
4. Client will be provided with a download link to the final edited photographs no later than 72 business hours after the property was photographed.
5. Client will book appointments in a timely manner via phone or email.
6. Client assures he/she has authority to provide photographer access to the property by either meeting us at the property or giving access to a key/lock box.
7. Client will ensure that all properties are ready to photograph before the photographer arrives on location at the agreed upon service date/time. Please provide your client with this [Home Preparation Guide](#).
  - a. It is the clients' responsibility to ensure the property is ready to be photographed prior to the scheduled shoot time.
  - b. For liability Julie Lubick Photography does not handle any cleaning, dusting, or moving of furniture.
  - c. The client and homeowner shall ensure that there are no hazards to the photographer's safety.

### **Payment Policy**

1. Client will pay photographer per property photographed. Payments are required upon services rendered or when invoice is delivered using on-line payment methods.
2. Fee includes travel up to 50 miles round trip. An additional travel fee of \$0.50 per mile will apply to get properties located outside that range.
3. Photographs are not licensed for use until full payment is received.
4. Photographer reserves the right to at any point to withhold delivery of photographs until payment is made in full.

### **Limited Licensing Release**

1. In order to provide you with the best service and support at reasonable pricing, we do not sell our photographs. We license their use. This service agreement is a limited license photo release.



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2. All photographs and rights relating to them including copyright, advertising, those not expressed, and ownership rights in the media in which the photographs are stored remain the sole and exclusive property of the photographer.
3. Client is granted a nonexclusive limited usage non-transferable license for the express purpose of marketing the property that is for sale and/or lease. You are permitted to post our photos on multiple listing services (MLS), website, print flyers or run print ads to market the property. Credit line of "© Julie Lubick Photography" is required with photos when applicable, including social media sites.
4. The photographs may not be sold or given to any third party (for example: homeowners, builders, architects, designers, other real estate agents). Client agrees to refer anyone to the photographer for licensing rights and fees.
5. For image integrity, and quality control we ask that images not be altered once delivered. Requested additional image editing will be done by Julie Lubick Photography, added fees may apply.
6. No rights are transferred to the client until full payment is received. This license is nontransferable and ends when each property is sold, withdrawn or expired. Images cannot/will not be made available to another agent who takes over an expired or withdrawn listing. Unauthorized use of images is a copyright violation, and will result in termination of this contract.

### **Cancellation or Rescheduling Policy**

1. A minimum of 24 hours notice prior to the agreed date and time is required. Any cancellation or rescheduling made with less than 24 hours notice will result in a cancellation fee of \$50.00 up to full payment at the photographers discretion.
2. If the photographer arrives on location at the agreed upon service date/time and determines that the property is not ready to be photographed and must be rescheduled, full payment is required.

### **Re-Shoot Policy**

1. Interior photographs require a minimum of a \$50.00 fee up to full cost. This will be based upon the number of photographs needing to be re-shot.
2. Seasonal re-shoots of exterior that require less than 5 photos a \$25.00 fee is due. Seasonal re-shoots of exteriors that require more than 5 photos a \$50.00 fee is due.

### **Social Media Use**

1. Images may be posted on client's social media (Facebook, Instagram, Twitter, etc.) feeds. Including personal feed, agent's business feed or agency's feed for the marketing purposes of the property only.
2. When possible provide a credit line of: "© Julie Lubick Photography"



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### Copyright Notice

1. Client hereby expressly consents to the jurisdiction of the Federal Courts with respect to claims by photographer under the Copyright Act of 1976, as amended including subsidiary and related claims.
2. Julie Lubick Photography retains all copyrights expressed and implied for all images taken. Copyright is not and will not be transferred to any other party.
3. Licensing may be obtained for various applications for a fee. Please contact the photographer for details.

### Indemnification

1. The client will indemnify and hold harmless the photographer from and against any and all claims, damages, costs, and expenses, (including reasonable Attorney's fees) of any kind arising out of clients negligence, willful misuse of photographs and/or willful misconduct.
2. It is the clients responsibility to obtain the necessary permissions for usages that require any property releases not delivered by photographer. Photographers liability for all claims shall not exceed in any event the total amount of invoice paid.

### Termination

1. The license contained in this Agreement will terminate automatically without notice from Julie Lubick Photography. If you fail to comply with any provision of this Agreement.
2. Upon termination, you must immediately stop using the Digital Photos; and delete any digital photos and all copies of all of them from all digital media and destroy all other copies or, upon request of the photographer.