

## Real Estate Photography Contract

### (This contract suitable for real estate and architectural photography)

This agreement is between \_\_\_\_\_ (hereafter "Photographer" "the Photographer" or "Photography Company") and \_\_\_\_\_ (hereafter referred to as "CLIENT").

#### **1. Scope of Work:**

This contract is for services and products related to a photography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at \_\_\_\_\_(time) at \_\_\_\_\_(place).

Other locations where photography services will be performed \_\_\_\_\_

PHOTOGRAPHER agrees to provide no fewer than \_\_\_\_\_ photos for CLIENT to view after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

#### **2. Fees:**

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of \_\_\_\_\_. CLIENT agrees to pay the photographer a non-refundable initial payment totaling 50% (fifty-percent) of the total price of the photography services upon signing this contract. The initial payment reserves the photographer's time and is not a retainer or deposit. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

The balance of the payment for photography services must be paid in full no later than 7 days after the SHOOT detailed in Section 1: Scope of Work. If CLIENT is required to purchase photos separately after the SHOOT, payment for those photos is due immediately upon delivery of photos to client.

#### **3. Work Product**

PHOTOGRAPHER will deliver proofs of photos to CLIENT no more than thirty days (30 days) after the date of the SHOOT. CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and CLIENT has no right to these photos except for a license to review them, but not store the proofs in any way.

PHOTOGRAPHER agrees to license photos to CLIENT from the SHOOT. All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order.

Are any photos to be included in the price for photography services? YES or NO, ALL PHOTOS MUST BE PURCHASED SEPARATELY.

If photos are included in the price for photography services, the following will constitute the entirety of photos to be delivered to client and licensed for personal use only.

PHOTOGRAPHER agrees to provide CLIENT with no fewer than \_\_\_\_\_(number of digital photo files) at a resolution not less than \_\_\_\_\_. No prints will be provided.

#### **4. Indemnification:**

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or location during the SHOOT. CLIENT is encouraged to provide a suggested photo list to PHOTOGRAPHER no less than 24 hours prior to the SHOOT to include photos that CLIENT would like PHOTOGRAPHER to shoot, but PHOTOGRAPHER has no liability for capturing any of the photos on the list.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, such as fire, flood, casualty, act of God or terrorism, illness, or any other reasonable cause outside the photographer's control or expectation, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return all in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. PHOTOGRAPHER will take reasonable steps to prevent data loss, but is not liable for loss of data due to technical failure.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is required to retain copies of a reasonable number of photos from the SHOOT for 60 days after the SHOOT. After this period has expired, PHOTOGRAPHER has no duty to retain copies or originals of files or photos from the event. It is the responsibility of CLIENT to purchase, store, and backup photos after the 60-day period. This clause is subject to the limitations in Section 4.3 of this Contract.

4.5 - CLIENT understands and agrees that PHOTOGRAPHER may have cords, light stands, and other gear at the location. CLIENT will hold PHOTOGRAPHER harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. CLIENT further agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 - CLIENT agrees and understands that the quality of a photograph is entirely subjective. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

4.7 - CLIENT agrees and understands that PHOTOGRAPHER may perform digital retouching of photos. CLIENT is responsible for ensuring that the retouched photos do not display the real estate or location in a manner that is misleading, or constitutes false advertising.

## **5. Duty of Client**

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) or location(s) is not the fault, liability, or responsibility of photographer.

If CLIENT fails to provide access to the location for PHOTOGRAPHER at the scheduled time of the SHOOT, CLIENT is responsible to pay PHOTOGRAPHER 50% (fifty percent) of the total shoot price to PHOTOGRAPHER for its lost time.

## **7. Property Release**

CLIENT represents to PHOTOGRAPHER that CLIENT has the rights to photograph the location, building, or real estate that is the subject of this shoot. CLIENT agrees that PHOTOGRAPHER may use any or all of the photos taken in advertising, trade, or for any commercial purpose. PHOTOGRAPHER has full rights to use any photos from this shoot in any legal manner.

## **8. Arbitration:**

Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of \_\_\_\_\_. The arbitration shall be binding on the parties.

**9. Assignability and Parties of Interest:**

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

**10. Entire Agreement:**

This Agreement constitutes a single integrated Contract expressing the entire agreement of CLIENT and PHOTOGRAPHER with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

**11. Amendment and Waiver:**

This Agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party.

**12. Venue and Jurisdiction:**

This Contract is governed by the laws of the state of \_\_\_\_\_ and federal courts in that district. CLIENT and PHOTOGRAPHER agree to subject themselves to the laws of this state except for as provided in the arbitration clause. . CLIENT and PHOTOGRAPHER hereby waive the right to object to venue within this state.

**13. Severability:**

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

PHOTOGRAPHER Signature \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_