

## **REAL ESTATE PHOTOGRAPHY SERVICES CONTRACT**

This Agreement (herein referred to as "Agreement") is effective on

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This Agreement is between

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(herein referred to as "Client") and Homes in Paradise Photography, LLC, herein referred to as "Photographer".

This Agreement is for photography services for a specific property, herein referred to as "Property."

### **SCOPE OF WORK**

The Photographer agrees to provide the Client with photographic images in JPEG format. Photos will include exterior shots, as well as living and dining room and kitchen views and other high-interest shots. Photos will have basic editing applied, such as exposure correction, white balance, contrast, sharpening and other adjustments.

### **FEES**

The total fee for this Agreement will be \$\_\_\_\_\_. The Photographer takes the photographs and then delivers low-resolution watermarked copies to the Client. Under normal conditions a 48 hour turnaround time is involved from the shooting of the photographs to initial delivery for approval. Once the Client approves them, the Client then immediately pays an electronic invoice. Payment is made by a Pay Pal invoice that can be paid by credit card. **Once that payment is received, the Photographer sends the high-resolution photographs to the client via email within a period of time of 24 hours after actual payment is received.**

### **COPYRIGHT LAW**

Under the Copyright Act of 1976 and the Berne Convention for the Protection of Literary and Artistic Works, photographs (like designs and drawings) automatically receive copyright protection immediately upon their creation. Copyright is assigned to the creator of the images (the Photographer) and gives the Photographer the exclusive legal right to control how the image is used.

This control is exercised by granting licenses to specific persons for specific uses. The right to use an image cannot be transferred by anyone without the written consent of the copyright holder.

US Copyright law states that the photographer owns the images he created. As soon as the shutter is released, copyright proceeds to the photographer. The photographer owns that copyright throughout their life and for 70 years afterwards. All recordings and photographs taken are the property of our LLC, Homes in Paradise Photography. The standard fee grants the client (and ONLY the client) usage rights for the duration of the listing agreement (up to 24 months).

This agreement 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 for a period of up to twenty-four months from date of this Agreement. 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. Photos used for any purpose not directly related to the sale of the Property must be with the express permission of Photographer.

**LIQUIDATED DAMAGES**

Parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a failure to comply with these provisions. Parties agree that in the event of any type of dispute for contract breach, liquidated damages of \$125 shall be payable. Parties agree these damages will cover the entire loss.

**DISPUTES**

Parties agree 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 Florida. Any claim or litigation arising out of this Agreement or its performance may be maintained only in courts physically located in Lee County, Florida. The parties hereby consent to the personal jurisdiction of such courts. In the event of litigation, the prevailing party shall be entitled to recover its attorney fees incurred in the litigation.

IN WITNESS WHEREOF, the Client and Photographer have caused this Agreement to be duly executed.

Photographer signature:

\_\_\_\_\_

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

Client signature:

\_\_\_\_\_

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

