

# Real Estate Limited License Terms & Agreement

By ordering services from **Jessica Klima 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.

## Limited Licensing Release:

In order to provide you with the best service and support at reasonable pricing, I do not sell our photographs. I license their use. So the fee quoted is especially dependent on (1) payment of the invoice in full, (2) using the photographs only as indicated, and (3) protecting them with proper copyright notification.

### **This service agreement is a limited license photo release.**

- Images delivered are licensed to the agent for:
  - The purpose of listing a property only.
  - Term of the listing, not to exceed 1 year.
  - A primary photo can be used for a longer duration and for additional "sold" marketing materials.
- Your Rights permit you to post our photographs on multiple listing services and make the images available in your MLS listing for the Property.
- However, your Rights do not permit third-parties to copy, display or distribute our photographs for the purpose of providing services competitive with the Products you have purchased from us unless we give you our written permission.
- Only the agent has permission to use the delivered images on any electronic or printed form of advertisement for the promotion of the property.
- If anyone (Builders, stagers, designers, or "third parties") asks to use the images, you agree to refer them to me. If I agree to allow others to use the images, additional licensing fee may be required.
- For image integrity, and quality control I ask that Images not be altered once delivered. Image editing will be done by Jessica Klima Photography, fees may apply.
- Please contact me for an additional release for any/all printed or web publications. Fees may apply.
- Photo credit must be given to Jessica Klima Photography when used on any and all social media sites.
- Images cannot/will not be made available to another agent who takes over an expired or withdrawn listing.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.

## Copyright Notice:

### **ALL PHOTOGRAPHS ARE THE COPYRIGHT OF Jessica Klima Photography.**

- The agent agrees that the photographer will remain the owners of all the copyrights of all images.
- Copyright is not and will not be transferred to any other party.
- Licensing may be obtained for various applications of images. Please contact me for more details.
- The photographer retains the copyright and ownership of all images from the photo session and reserves the right to reproduce images for portfolio, studio display, gallery display, website, self-promotion, photo contests, teaching classes, other uses deemed appropriate by the photographer. I agree not to use the Products in a way that interferes with your Rights.
- Jessica Klima Photography reserves all rights not granted to the agent by this agreement. If I discover that someone is infringing on my copyright, the agent agrees to cooperate with me to help me stop the infringement or collect damages.

- Home sellers/buyers may request a copy of the photos from the photographer only. Separate licensing will apply.

## Shoot requests:

- To ensure the best results of the photo shoot please be sure the home is ready prior to the scheduled shoot time. I work on a set time schedule for every shoot. Time is a precious commodity, both yours and mine.
- It is the agent's responsibility to ensure that the listing is ready for photographing at the arranged time.
- For liability, Jessica Klima Photography does not handle any cleaning, dusting, or moving of furniture.
- The homeowner shall ensure that there are no hazards to the photographer's safety.
- The photographer will work with agents and/homeowners with regard to pets, but the photographer is not a pet wrangler. If pets will be an issue please make a note of it when you order services.
- Generally, I will be photographing through the entire home. I usually include utility rooms and closets, but if you would like to exclude any areas, please let me know prior to the shoot.
- Amenities are not included on a property shoot, and fall under separate pricing and licensing. If you are requiring amenities to be photographed please contact us prior to the shoot for additional information.
- The agent authorizes me to come onto the Property and take photographs.
- The agent has the authority to allow me entry and permits me to take photographs.
- The agent promises to indemnify me, defend me, and pay the expenses of my defense if a claim is made against me arising out of the services I perform for the agent.

## Cancellation/postponement Policy:

- Jessica Klima Photography understands that homes may not be ready for shooting as expected.
- It is the responsibility of the agent to inform us as soon as possible for rescheduling.
- A photo session that is rescheduled or canceled after 8pm the day before will be charged a 50% rescheduling fee.
- Once a photographer has arrived at a property, the order may be canceled, however there will be no refund.
- Reschedules will be subject to the photographer's availability.

## Weather Policy:

- There will be times services cannot be completed due to weather. In those circumstances, the decision about shooting is up to the agent. If the agent chooses to proceed with photography I will provide the best images I can. If additional outdoor photos are required on a better weather day, a re-shoot fee will apply.
- No reschedule fee will be charged in the event of bad weather.
- Reschedules will be subject to availability.

## Payment Policy:

- Payments will be received prior to delivery of images.
- Credit card payments can be processed on location or online prior to the session.
- The photo release is not authorized until payment is received in full.
- Failure to pay for the images will result in a copyright infringement. You will be asked to remove the image from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.

Thank you for taking the time to read this agreement and complying with these terms.

If questions arise, feel free to contact me directly.

Jessica Klima - Photographer - 512-968-0990 - [jessica@jessicaklimaphotography.com](mailto:jessica@jessicaklimaphotography.com)