

JZ Photography Contract

This Agreement for JZ Photography, LLC service is made between:

The Client, [Line A]

and

The Photographer, JZ Photography, LLC

and is entered into effective this date, [Line B]

Scope of the Agreement

The Client grants the Photographer access to the Property [Line C] during the date and time scheduled by the Client.

The service includes photographs of the exterior and interior.

The service includes editing.

The service includes a personalized web page.

The service includes any add-ons selected by the Client.

The Client understands the total amount of photographs delivered is based upon the Photography Package selected.

0000-1500 Photography Package: 25-35 photographs

1500-2500 Photography Package: 35-45 photographs

2500-3500 Photography Package: 45-55 photographs

3500-5500 Photography Package: 55-70 photographs

5500-8000 Photography Package: 70-95 photographs

The Client understands that there will be a fee when a request is made for additional Media.

Real Estate Measurement Service Agreement and Release

The Photographer pledges, to the best of their ability, to follow the real estate measurement guidelines described by the NC Real Estate Commission.

All measurements submitted by the Photographer will be reviewed and agreed upon by the Client.

The Client agrees to contact the Photographer before listing the property if there are any disputes about the measurement provided by the Photographer.

The Client agrees to defend, indemnify and hold harmless JZ Photography, LLC from and against any action, suit, claim, damages, liability, costs and expenses (including reasonable attorneys' fees), arising out of or related to the Clients use of the square footage measurements calculated by the Photographer.

Payment Terms

Payment by credit/debit card of the final balance is due the day of service, and in any case, no later than the date the Media is delivered to the Client.

Payment by check of the final balance is due no later than 30 days after the date of service. The Photographer has the right to withhold any produced Media until all overdue amounts are paid in full.

The Client will reimburse the Photographer for any reasonable expense. These expenses can include travel expenses, extra post-production, high-resolution photos for printing, additional labor, or any request made before, during, or after the service.

Cancellation Policies

For Client cancellation within 36 hours of the shoot date, the Client is charged a minimum of \$50, or up to 100% of the total appointment cost.

- Until 36 hours before the appointment time, the Client can reschedule to a new date/time without incurring a fee.
- Between 36 hours before the appointment time, the Client can propose to the Photographer a new date for a fee of \$50.
- During the service, the Client can request to reschedule the service at the extra cost up to the total amount of the appointment.

- During the service, if the Photographer cannot access the Property within 15 minutes of the start of the appointment time, the Client will be charged up to the total amount of the appointment.

Any date proposed by the Photographer within 36 hours of the appointment due to weather circumstances or any other event, will not be charged forward to the Client.

Delivery

The Photographer grants to deliver digital Property Media, Photographs in the resolution of 2800 pixels on the long edge in JPEG format, Videos in MP4 format, to Client no more than 48 hours after the appointment.

The Photographer guarantees the resolution of all Media will be adequate to the requirements of every MLS service and website.

The Photographer will provide a personalized web page with photographs in low resolution for review. The Client will notify within 7 business days if the photos are suitable for their needs, or if other services are requested.

After the final payment, the Photographer will send the Client an email with the invoice and a link to the personalized web page. Instructions for how to download all Media are available on the provided web page.

Requirements

Before the service, the Photographer will provide instructions on how to prepare the Property.

The Client is solely responsible for the adequate preparation of the Property. These preparations include but are not limited to cleaning of all spaces and removing recommended personal items.

It is the Client's obligation to prepare the Property or to confirm the Property has been prepared for service before the arrival of the Photographer.

In no event, the Photographer will be liable for inadequate presentation.

In the case the Property is not ready at the date and time of service, the Photographer has the right to refuse to shoot and charge up to 100% of the fee, or shoot the Property in its actual

condition. If requested and time permitting, the Photographer may assist in preparing the Property for the service and an additional labor charge of \$100 will be added to the invoice.

Rights

The Photographer remains the sole owner of all Photographs and all Media produced.

The Client is permitted to publicly display and distribute the Media for the single intention of promoting and marketing the Property. Media cannot be reproduced by a third party for purposes not related to the promotion of the Property.

The Photographer is permitted to reproduce and distribute any Media of the Property, with the sole purpose of promoting JZ Photography, LLC. This includes but is not limited to marketing on websites or any social media platform.

Use of all Media delivered are granted expressly to the Client for the duration of the active listing. If the Property is not sold, the Media is not to be shared to be used in the future by another agent or owner.

Any modification of this license must be with the express permission of the Photographer, and may require the payment of additional fees.

Property Release

The Client recognizes themselves to be the owner or authorized representative of the Property.

By Electronic Signature and Dating the General Information Form on the scheduler, the Client gives the Photographer permission to create and use the Media depicting the Property in any form, for any purpose which may include advertising, promotion, marketing and packaging for the promotion of the business JZ Photography, LLC.

The Client agrees that the Media may be combined with other content, text and graphics and cropped, altered or modified.

The Client agrees that all rights to the Media belong to the Photographer.

The Client acknowledges and agrees that this release is binding upon any person claiming an interest in the Property.

Disputes Resolution

In the case of dissatisfaction, error in reporting or loss of product, the Photographer will make every effort to satisfy the Client's needs in a timely manner. However, in the case that mutual satisfaction cannot be reached or irreplaceable loss has occurred, JZ Photography, LLC liability is limited to 100% of the total cost of the service.

By Electronic Signature and Date, the Client is agreeing to all the above terms and conditions stated in this Contract.

PHOTOGRAPHER

Signature: Jenn Zolzer

Date: [Line B]

CLIENT

Signature: [Line A]

Date: [Line B]