

Lexicon Creative Photography Real Estate Photography Terms & Agreement

Overview:

This contract is outlining the agreement between the soliciting party, henceforth known as “the Client” and Lexicon Creative Solutions, referred to as “the Company”. The service agreement covers licensing terms, copyright, photo shoot session expectations, cancellation, and payment policy. **By proceeding to do business with Lexicon Creative Photography, the Client agrees to the terms and conditions listed below.**

Real Estate Limited License Terms & Agreement

By commissioning services from **Lexicon Creative 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 needs.

Limited Licensing Release

In order to provide you with the best service and support at reasonable pricing, we do not sell our photographs, but rather, license their use. The fee quoted contingent upon (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 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.
- Your Rights include release for any/all printed or web publications that are owned by the Client.
- 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 without written permission from the Company.
- Only the agent purchasing the Images has permission to use them on any electronic or printed form of advertisement for the promotion of the property.
- If anyone (Builders, stagers, designers, or additional “Third Parties”) asks to use the Images, the Client agrees to refer them to the Company to purchase a Licensing Agreement for the Images.
- For image integrity and quality control, we ask that Images not be altered once delivered. All Image editing will be done by Lexicon Creative Photography.
- Photo credit must be given to Jessica Klima Photography when used on any and all social media sites.
- Images cannot and 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 Lexicon Creative Photography.

- The Client 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.
- The Company 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, awards, training, and other uses deemed appropriate by the Company. The Company agrees not to use the Products in a way that interferes with your Rights.

- Lexicon Creative Photography reserves all rights not granted to the Client by this agreement. If copyright infringement is discovered, the Client agrees to cooperate in stopping the infringement and/or the pursuit of collecting damages.
- Home sellers/buyers may request a complimentary copy of the photos from the Company only as separate licensing applies.

Photo Shoot Terms

- Property will be photographed as is. To ensure the best results of the photo shoot, please be sure the property is ready prior to the scheduled shoot time.
- Standard editing includes adjustments to color and white balance, HDR,
- Clear window editing is when necessary, however, we will not alter or misrepresent the actual view in any way.
- Blue sky editing is included when necessary, however, we will not remove any permanent fixtures or misrepresent the property in any way.
- It is the Client's responsibility to ensure that the listing is ready for photographing at the arranged time.
- For liability, Lexicon Creative Photography does not handle any cleaning, dusting, or moving of furniture.
- The Client shall ensure that there are no hazards to the photographer's safety.
- Following all COVID-19 safety precautions and mandates are required from both parties.
- The Client acknowledges that although all precautions and safety measures are implemented, the inherent risk of COVID-19 cannot be completely eliminated.
- The Client authorizes the Company's Photographer to enter onto the Property and take photographs.
- The Client has the authority to allow the Photographer entry and permits them to take photographs.
- The Client will indemnify, defend, and otherwise substantiate the validity of this agreement if a claim is made against the Company arising out of the services performed for the Client.

Cancellation Policy

- Lexicon Creative Photography understands that life happens, and sometimes homes may not be ready for shooting as expected.
- Cancellations are complimentary until 24 hours before scheduled shoot.
- Within 24 hours, there is a \$25 cancellation fee.
- It is the responsibility of the Client to inform the Company as soon as possible regarding cancellation and rescheduling.

- Once the Photographer has arrived at a property, the order may be canceled, however there will be no refund.
- Reschedules are subject to availability.

Weather Policy

- There will be times services cannot be completed due to weather. In such circumstances, the Client will have the opportunity to reschedule or continue with the photo shoot.
- If the Client chooses to proceed with the session, the Photographer will provide the best Images possible under the circumstances.
- If additional outdoor photos are required on a better weather day, a discounted re-shoot fee will apply.
- No reschedule fee will be charged in the event of bad weather.
- Reschedules are subject to availability.

Payment Policy

- The Client has the option to pay in full, or pay 50% deposit before the photo shoot.
- If the Client chooses to pay 50% deposit, the remaining balance must be paid before the delivery of the images.
- Payments can be made by cash/check (in-person), or debit/credit (online).
- 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 all Images from any electronic or printed form of advertisement. Failure to discontinue use will result in legal action.

Thank you for taking the time to read this agreement and complying with these terms. If questions arise, please contact the Head Photographer directly.

Contact

Lex Remus
Head Photographer

256-701-2886

contact@lexremus.com