

Frame By Frame Film

**Real Estate Media  
Service Agreement**

Both herein referred to as ("Parties") enter into this Contract (this/current Contract" or this/current "Agreement") is for photographic and video services of the property address herein referred to as ("Property"), on the following terms and conditions:

**Scope of this Agreement.** This Agreement applies to any photograph, graphics, digital assets, or digital images created or taken by Photographer and delivered to the Client (collectively known as "PHOTOS") for the property. This Agreement governs the relationship between the parties and in no event shall any e-mail communication or other exchange, amend or otherwise modify the terms of this Agreement unless agreed to in writing.

**Rights:** 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. This license also provides the Client with the full right to reproduce, publicly display, and distribute the Photos for promotional or advertising purposes directly related to the sale of the Property. Photos may be uploaded to any social media platform for promotion of the Property during the pendency of this Agreement. Rights are assigned to the Client immediately upon delivery of the photos.

**Relationship of the Parties:** The parties agree that Photographer is an independent contractor, and that neither Photographer, nor Photographer's employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Photographer and the Photos or any other deliverables prepared by Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

**Creation:** Photographer will use his best efforts to: (a) ensure that the Photos /Videos conform to Client's specifications; and (b) submit all Photos to Client in publishable quality, on or before the applicable deadlines.

**Delivery:** Photographer may select delivery of photographs in JPEG at a resolution determined to be suitable for the Photos as licensed. It is the Client's responsibility to verify that the Photos are suitable for reproduction and that if the Photos are not deemed suitable, to notify the Photographer with..... business days.

**Fees:** All fees and expenses payable under this agreement are required no later than 5-7 business days from the delivery of the Photos and payable irrespective of whether Client makes actual use of the Photos.

**Cancellation:** If Client cancellation of this Agreement prior to the Property shoot, Client will not be penalized.

**No Exclusivity:** This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Photographer, and Photographer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Photographer.

**Transfer and Assignment:** Client may not assign or transfer this agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties. However, the invoice may reflect, and Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

**Indemnification:** Client will indemnify and defend Video/Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Photos or materials furnished by Client. It is the Client's responsibility to obtain the necessary model or property releases to ensure they are full effect and in force.

**General Law/Arbitration:** 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..... Any claim or litigation arising out of this Agreement or its performance may be maintained only in courts physically located in..... and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

**Severability:** If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

**Waiver:** No action of either party, other than express written waiver, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such rights or remedies will not preclude further exercise of other rights or remedy.