



REAL ESTATE PHOTOGRAPHY RELEASE

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By ordering services from Loons Eye, LLC (Rogue Productions) you agree to the following Service Agreement for Digital Imagery. We Hope these policies are helpful and instructional as we work together to create beautiful photographs and/or video for your marketing.

Hereunto, Client in this Agreement shall include Client's parent companies, affiliates, and subsidiaries of the organization or party contracting Loons Eye, LLC (Rogue Productions) as the "Photographer".

Ownership of Photos: All Photos and rights relating to them, including copyright and ownership, remain the sole and exclusive property of the Photographer.

Usage Rights Granted to Client: Only the CLIENT listed above is entitled to the rights specified herein and such rights may not be transferred to any other agent or company, parent company, affiliates, or subsidiaries. This license 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. Any use not directly related to the sale of the Property, must be negotiated with Photographer separately and in advance of such use.

Photos may be uploaded to any MLS listing service solely for promotion of the Property during the pendency of this the property listing. However, regardless of any terms and conditions of the MLS or other company Client chooses to use to list the property, at no time does this Agreement provide Client with the right to transfer copyright, or any other rights as provided by the Copyright Act 17 U.S.C § 106.

Removing and/or altering copyright and ownership information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Photographer for any penalties and awards available under the statute.

All rights granted within the terms of this Agreement expire when the property is sold. At that time, a new owner takes possession of the property thus voiding all previous Property Model releases and rights for Photographer and Client to use the images for that property, unless a new Property Model release can be obtained from the new owner. Client agrees to proceed with reasonable expediency, to remove all images of Property from any location where they may have been visible to the public while the rights to use them were in force. Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or use of the Photos. It is the Client's responsibility to obtain the necessary model or property releases and to ensure they are in full effect and in force before the Photos are created and during the entire time the Photos are in use.

Relationship of the Parties: The parties agree that Photographer is an independent contractor. Photographer and the Photos 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 of Photos: While Photographer welcomes the input and specific requests about what the client wishes to produce and how the client wishes the images to appear, the manner and method of creating any Photos is solely at the discretion of Photographer. Photographer will use his/her best efforts to ensure that the Photos conform to Client's specifications.



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Delivery: Photographer may select delivery of photographs in JPEG, TIFF, PNG, or other standard format, at a resolution that Photographer determines will 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 five (5) business days. Photographer's sole obligation will be to replace the Photos at a suitable resolution but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages.

Unless otherwise specifically provided, Photographer is not responsible to provide images 1) larger than 8"x10" at 300 dpi or 2) in a format higher than 8-bit or in RAW format. Photographer has no obligation to retain or archive any Photos delivered to Client.

Fees: All fees will be clearly stated at the time of books the services of Loons Eye, LLC (Rogue Productions). If you choose to add services, you will be subject to additional fees.

All fees and expenses payable under this agreement are required no later than ten (10) business days from the delivery of the Photos and payable irrespective of whether Client makes actual use of the Photos. If full payment has not been received within thirty (30) days all rights are revoked at Photographer's discretion. In the event rights are revoked, all images in the possession of Client will be removed from all forms of media and permanently destroyed within ten (10) days. Client shall provide Photographer with written statement that all images have been removed and destroyed.

Regardless of the rights being revoked, payment is still required to be made by the client.

Cancellation: If Client cancellation of this Agreement is greater than 48 hours prior to the Property shoot there is no cancellation fee. If Client cancels with less than 48 hours' notice, client will pay a \$100 cancellation fee.
- Reschedules will be subject to the photographer's availability.

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 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 and ensure they are full effect and in force.



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Shoot requests:

To ensure the best results of the photo shoot please be sure the home is ready prior to the scheduled shoot time. We work on a set time schedule for every shoot. Time is a precious commodity, both yours and ours.

- It is the agent's responsibility to ensure that the listing is ready for the virtual tour to be produced at the arranged time.
- For liability Loons Eye, LLC (Rogue Productions) 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 regarding 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, we will be photographing through the entire home. We do not usually include utility rooms or closets, but if you would like those included please let us know prior to the shoot.
- Amenities are not included on/in 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.

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, we will provide the best images we can. If additional outdoor photos are required on a better weather day, our standard re-shoot fee will apply.
- No reschedule fee will be charged in the event of bad weather.
- Reschedules will be subject to availability.

By contracting with Loons Eye, LLC (Rogue Productions) you are agreeing to the terms outlined in this Real Estate Service Agreement.

Thank you for taking the time to read our terms and agreement. Questions should be directed to Loons Eye, LLC (Rogue Productions).