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Real Estate Photography Contract

Rose Marie Carter

Client / Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Session Date: _____ Time: _____

Property to be Photographed

Address: _____ City: _____ State: _____ Zip: _____

Directions: _____

Additional Comments / Special Requests: _____

Terms and Conditions:

- It is understood this photographer is the exclusive official photographer retained to perform the photographic services requested on this contract.
- Upon signature, the photographer shall reserve the time and date agreed upon. Unless the photographer is able to fully replace the canceled reservation, all fees and retainers are nonrefundable, even if the session is rescheduled or canceled for any reason other than inclement weather.
- It is understood that the photographer does not stage or provide cleaning services. The property should be clean and ready to photograph when the photographer arrives.



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- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of photographs meeting the artistic standards of the photographer, photographer may elect to reschedule the session.
- The photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The client signing this contract warrants that he or she has actual authority to agree to the use of images from this session in this manner and shall indemnify and defend the photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this photographer.
- If the photographer cannot perform this contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to photographer's illness or emergency, the photographer shall return any deposit or fee to the client but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of all monies paid.
- The charges in this contract are based on the photographer's standard price list. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- NOTICE OF LICENSE: The photographer issues a limited license for the client to use the digital images supplied under this contract in his or her MLS listing and in other promotional materials intended to sell the property under his/her current contract with the property owner. These images may NOT be transferred to subsequent listing agents or the client in the event that the property does not sell under the terms of the current contract.
- NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs elsewhere without the photographer's permission, and violators of this federal law will be subject to its civil and criminal penalties.
- This contract incorporates the entire understanding of the parties and wit governed by the laws of

_____ (City, County, State)
Any modifications of this contract must be in writing and signed by both parties.

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

_____ (Client) _____ (Date)

_____ (Photographer) _____ (Date)