

## **Real Estate Limited License & Terms of Service Agreement**

By ordering services from Jarid Scott Johnson Photography, llc (PHOTOGRAPHER) you (AGENT) agree to the following Service Agreement for Digital Imagery. I hope these policies are helpful and instructional as we work together to create elegant photographs for your marketing.

### **Shoot requests:**

- To ensure the best results of the photo shoot please be sure the home is ready prior to the scheduled shoot time. I work on a set time schedule for every shoot. Time is a precious commodity, both yours and mine. Please download the Shoot Preparation Checklist from JaridScottJohnson.com for tips
- It is the AGENT'S responsibility to ensure that the listing is ready for photographing at the arranged time.
- For liability, Jarid Scott Johnson Photography, llc does not handle any cleaning, dusting, or furniture moving.
- The homeowner shall ensure that there are no hazards to the photographer's safety.
- The PHOTOGRAPHER will work with AGENT and/homeowners with regard to 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 main rooms of the home. Pryor to the shoot, please let us know if you have special requests for shooting specific area of the home not typically covered.
- Amenities or detail shots are not included on a property shoot, and fall under separate pricing and licensing. If you are requiring amenities to be photographed, please contact me prior to the shoot for additional information.
- The AGENT authorizes me to come onto the property and take photographs.
- The AGENT has the authority to allow us entry and permits us to take photographs.
- The AGENT promises to indemnify us, defend me, and pay the expenses of our defense if a claim is made against us arising out of the services we perform for the AGENT.

### **Payment Policy:**

- Final payment for services is due prior to delivery of images.
- Watermarked proofs are made available on the Aryeo Client Portal for approval prior to final payment.
- AGENT can process payments online prior to download of any media.
- The photo release is not authorized until payment is received in full.
- Failure to pay for the images prior to use will result in a copyright infringement. You will be asked to remove the image from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.

### **Deliverables & Turnaround**

- To achieve the highest quality product, Jarid Scott Johnson photography, llc delivers photos within 48 hours of the photo shoot. Fees may apply for turnaround less than 48 hours.
- PHOTOGRPAHER will provide the number of images at resolutions appropriate for web and print use based on the package ordered by the AGENT.

## **Complimentary Services & Additional Fees**

- Sky replacements on exteriors, screen inserts and fireplace inserts are complimentary, though limited to (2) images per service.
- The service area for shoots is within 35 miles of Happy Valley, Oregon. (97086) Additional mileage fees apply for shoots outside this service area.
- Requests for additional images above the photo package ordered will be billed extra.
- Please see rate sheet for additional fees that may apply to additional services.

## **Cancellation/postponement Policy:**

- Jarid Scott Johnson Photography, llc understands that homes may not be ready for shooting as expected. Please see the Shoot Preparation Checklist provided at JaridScottJohnson.com for tips to ensure the home is prepped for the scheduled shoot time.
- It is the responsibility of the agent to inform us as soon as possible for rescheduling.
- A photo session that is rescheduled or canceled 24 hours before scheduled shoot time will be charged a \$75.00 rescheduling fee.
- Once a photographer has arrived at a property, the order may be canceled, however there will be no refund.
- Reschedules will be subject to the photographer's availability.

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

## **Limited Licensing Release:**

In order to provide you with the best service and support at reasonable pricing, I do not sell our photographs. I license their use. The fee quoted is especially dependent on (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 use for the listing will not exceed 1 year, however the license expires once property has sold, expired or is withdrawn.
  - A primary photo can be used for a longer duration and 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.

- 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 unless we give you our written permission.
- Only the AGENT has permission to use the delivered images on any electronic or printed form of advertisement for the promotion of the property.
- The AGENT may not give, license or sell images to anyone including the property owner, other agents, builder, architect, stager, or other "third parties". If anyone asks to use the images, you agree to refer them to me. If I agree to allow others to use the images, additional licensing fee may be required.
- For image integrity and quality control, I ask that Images not be altered once delivered with the exception of minor cropping and/or resizing. Additional image editing must be done by Jarid Scott Johnson Photography, llc. Fees may apply.
- Please contact me for an additional release for any and all printed or web publications. Fees may apply.
- Photo credit must be given to Jarid Scott Johnson Photography, llc 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 Jarid Scott Johnson Photography, llc**

Disregarding the copyright will result in a copyright infringement/violation of the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512(c) and may result in legal action.

- AGENT agrees that the Jarid Scott Johnson Photography, llc will remain the owners of all the copyrights of all images.
- Copyright is not and will not be transferred to any other party.
- Licensing may be obtained for various applications of images. Please contact me for more details.
- The Jarid Scott Johnson, llc 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, photo contests, teaching classes, other uses deemed appropriate by the PHOTOGRAPHER. I agree not to use the products in a way that interferes with your rights.
- Jarid Scott Johnson Photography, llc reserves all rights not granted to the AGENT by this agreement. If I discover that someone is infringing on my copyright, the agent agrees to cooperate with me to help me stop the infringement or collect damages.
- Home sellers and buyers may request a copy of the photos from the PHOTOGRAPHER only. Separate licensing will apply.

Thank you for taking the time to read this agreement and complying with these terms. If you have any questions, feel free to contact me directly.

**Jarid Scott Johnson - Photographer – 415-990-4299 – [jarid@jaridscottjohnson.com](mailto:jarid@jaridscottjohnson.com)**