

The parties to this Agreement are, on the one hand, Haas Web Marketing LLC DBA Photo 941, located at 7525 Mariana Drive, Sarasota, FL 34231-6936 (hereinafter, referred to as the "Company," "We," "Us," "Our," the "Photographer," and/or "Aaron Haas"), and, on the other hand you the client, (hereinafter, referred to as the "You," and/or "Your"). The parties further agree as follows:

## **SHOOT REQUIREMENTS**

To ensure the best results of the photo shoot, the Client must make sure that the home is ready prior to the scheduled shoot time. The Company works on a set time schedule for every shoot. Time is a precious commodity, both yours and ours. Accordingly:

1. It is the Client's responsibility to ensure that the listing is ready to be photographed at the arranged time.
2. It is the Client's responsibility to have the home in photo-ready condition prior to the Photographer's arrival. The Photographer may make minor adjustments to improve the shot but, due to liability issues, he cannot move furniture, rearrange objects, clean the home, etc. The Client should read the attached Home Prep Guide (which constitutes part of this Agreement) several days prior to the shoot to make sure the house is properly set up for the shoot.
3. If the Photographer cannot adequately shoot the property once he arrives due to reasons beyond our control -- such as (but not limited to) an inability to gain access to the property, excessive clutter or mess, unrestrained animals, etc. -- the Client will be charged the full price for the shoot. As noted above, the Home Prep Guide will explain in detail how the Client must set up the house in advance of the shoot.
4. Unless the Client informs the Photographer before the shoot begins of any specific requests -- such as specific shots, angles, etc. -- the Photographer will shoot the home based on his experience, the home's condition, lighting, and other factors to get the best possible shots. That might mean making compromises, when necessary, to shoot around obstructions or to compensate for the angle of the sun.
5. Unless the Client requests otherwise, the Photographer will be taking photographs of the entire home, with the exception of utility rooms, closets, or similar areas. Therefore, if you would also like those areas to be photographed, the Client must let us know prior to the shoot.
6. Amenities -- which fall under separate pricing and licensing agreement -- are not included in a property shoot. Therefore, if you want amenities to be photographed, the Client must contact us prior to the shoot to sign a separate agreement.
7. Turnaround time for photographs is 24 hours. Although you may get your photos back in less time, we cannot guarantee it. Therefore, if you have a situation that requires a quicker turnaround time, the Client must contact us prior to the shoot to sign a separate agreement for express service at an additional fee. Additional services -- including but not limited to property web pages, virtual tours, Matterport, etc. -- will take additional time.

## **FEES**

All agreed upon fees are due at the time of the shoot. The Company reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until all fees have been paid.

## **CANCELLATIONS & RESCHEDULING**

1. The Client agrees to notify the Company within 24 hours to cancel the shoot. Otherwise, the Company will charge a twenty-five percent (25%) penalty for cancellations not made within 24 hours.
2. As previously noted, the Client will be charged the entire fee for the shoot if we arrive at the property to find the shoot has been cancelled, if we are denied access to the property, or if the home is not ready for photographs as described in the Home Prep Guide.

## **WEATHER POLICY**

1. Some weather conditions will be so severe that the Company cannot risk damage to its camera equipment. When that occurs, the Client agrees to reschedule the shoot.
2. In the event of less-severe but still unfavorable weather (clouds, rain, etc.) on the day of the shoot, two things can happen:
  - a. At the Company's option, the Photographer will take only interior shots of the home and then return to take the exterior shots at another time for no additional charge.
  - b. At the Client's option, the Client may opt to proceed with the shoot as originally scheduled despite the unfavorable weather conditions. Opting for this voids the photography guarantee (see below). In this case, the Client understands that the photos will reflect the weather conditions at the time of the shoot.
3. Digital processing to correct for unfavorable weather conditions falls under a separate pricing agreement and is not included in this Agreement.

## **PHOTOGRAPHY GUARANTEE**

1. The Company is 100% committed to providing the best possible service and end product to the Clients. Accordingly, if, within 24 hours of receiving the photographs taken of the property, the Client notifies the Company that the Client is dissatisfied with those photos, the Company will then redo the entire shoot over again (once) at no extra charge. If a reshoot is requested, the Client agrees to set forth in a detailed writing all of the Client's dissatisfactions with the original photos so that the Photographer can then try to meet the Client's expectations.

## **LICENSING OF RIGHTS TO PHOTOS**

1. Under Copyright Law, ownership of all photographs taken by the Company belong to the Company. Accordingly, unless otherwise agreed upon in writing, the Company retains all rights to all photos taken pursuant to this Agreement, and only licenses the use of these photos to the Client and his/her Listing Agent for one year from the date of this Agreement.
2. In appropriate cases, the Company will extend the aforementioned license to the Client and his/her Listing Agent if (a) notified in advance in writing, (b) informed of the specific desired use of the photos, and (c) given the appropriate credit for the photos (e.g., Photos by Aaron Haas, Photo 941 LLC).
3. Any usage of these photographs by a third party -- including (but not limited to) architects, builders, stagers, designers, other sellers or buyers -- is strictly prohibited unless approved in writing by the Company. Any such third parties who wish to use these photos must contact the Company directly for licensing and fee information.

## **RELATIONSHIP OF THE PARTIES**

The Photographer is an independent contractor, and shall not be deemed to be an employee of the 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. The Photographer and the photos or any other deliverables prepared by the Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to the Client are contractual in nature and are expressly defined by this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **ENTIRE AGREEMENT**

This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the Company and the Client concerning the photo shoot described above. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Company or the Client unless reduced to writing and signed by both parties.

## **LEGAL EXPENSES AND INTEREST**

1. If suit or other proceeding shall be successfully maintained for recovery of the fee or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of the Client to be kept and performed, the Client shall indemnify and hold the Company harmless from all costs and expenses incurred therefor, including reasonable attorneys' fees.
2. Any amount due from the Client to the Company hereunder that is not paid when due shall bear interest at one and one-half percent (1.5%) per month from the due date until paid, but the payment of such interest shall not excuse or cure any default by the Client under this Agreement.
3. If suit or other proceeding shall be successfully maintained because of the breach of provision or covenant herein contained on the part of the Company to be kept and performed, the Company shall indemnify and hold the Client harmless from all costs and expenses incurred therefor, including reasonable attorneys' fees.