

Every Smile's A Memory LLC, dba Cynthia Watts Photography

Real Estate Photography Contract

This agreement is between Cynthia Watts Photography (hereafter "Photographer" "the Photographer" or "Photography Company") and _____ (hereafter referred to as "CLIENT").

1. Scope of Work:

This contract is for services and products related to a photography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at _____(time) at _____(place).

PHOTOGRAPHER agrees to provide no fewer than 30 - 60 photos for CLIENT to view after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

2. Fees:

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of \$100 (home), \$150 (commercial).

3. Indemnification:

3.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or location during the SHOOT. CLIENT is encouraged to provide a suggested photo list to PHOTOGRAPHER no less than 24 hours prior to the SHOOT to include photos that CLIENT would like PHOTOGRAPHER to shoot, but PHOTOGRAPHER has no liability for capturing any of the photos on the list.

3.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, such as fire, flood, casualty, act of God or terrorism, illness, or any other reasonable cause outside the photographer's control or expectation, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return all in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

3.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. PHOTOGRAPHER will take reasonable steps to prevent data loss, but is not liable for loss of data due to technical failure.

3.4 - CLIENT understands and agrees that PHOTOGRAPHER is required to retain copies of a reasonable number of photos from the SHOOT for 60 days after the SHOOT. After this period has expired, PHOTOGRAPHER has no duty to retain copies or originals of files or photos from the event. It is the responsibility of CLIENT to purchase, store, and backup photos after the 60-day period. This clause is subject to the limitations in Section 4.3 of this Contract.

3.5 - CLIENT understands and agrees that PHOTOGRAPHER may have cords, light stands, and other gear at the location. CLIENT will hold PHOTOGRAPHER harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. CLIENT further agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

3.6 - CLIENT agrees and understands that the quality of a photograph is entirely subjective. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

3.7 – CLIENT agrees and understands that PHOTOGRAPHER may perform digital retouching of photos. CLIENT is responsible for ensuring that the retouched photos do not display the real estate or location in a manner that is misleading, or constitutes false advertising.

4. Duty of Client

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) or location(s) is not the fault, liability, or responsibility of photographer.

If CLIENT fails to provide access to the location for PHOTOGRAPHER at the scheduled time of the SHOOT, CLIENT is responsible to pay PHOTOGRAPHER 50% (fifty percent) of the total shoot price to PHOTOGRAPHER for its lost time.

5. Property Release

CLIENT represents to PHOTOGRAPHER that CLIENT has the rights to photograph the location, building, or real estate that is the subject of this shoot. CLIENT agrees that PHOTOGRAPHER may use any or all of the photos taken in advertising, trade, or for any commercial purpose. PHOTOGRAPHER has full rights to use any photos from this shoot in any legal manner.

6. Arbitration:

Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Texas. The arbitration shall be binding on the parties.

7. Entire Agreement:

This Agreement constitutes a single integrated Contract expressing the entire agreement of CLIENT and PHOTOGRAPHER with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

8. Amendment and Waiver:

This Agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party.

9. Venue and Jurisdiction:

This Contract is governed by the laws of the state of Texas and federal courts in that district. CLIENT and PHOTOGRAPHER agree to subject themselves to the laws of this state except for as provided in the arbitration clause. . CLIENT and PHOTOGRAPHER hereby waive the right to object to venue within this state.

10. Severability:

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

PHOTOGRAPHER Signature _____ Date: _____

CLIENT Signature: _____ Date: _____