

REAL ESTATE SERVICE AGREEMENT

By ordering services from Branchout Studios, LLC 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 for your marketing.

Limited Licensing Release:

In order to provide you with the best service and support at reasonable pricing, we do not sell our photographs. We license their use. So 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 “licensee” for:

- The purpose of listing a property only.
- Term of the listing, not to exceed 1 year.
- A primary photo can be used for a longer duration and for additional “sold” marketing materials.
- Only the “licensee” has permission to use the delivered images on any electronic or printed form of advertisement for the promotion of the property.
- Builders, stagers, designers, or “third parties” that wish to use images must contact the photographer directly for licensing and fees. In addition to payment a property release must be obtained from the homeowner by that third party.
- For image integrity, and quality control we ask that images not be altered once delivered.
- Image editing will be done by Branchout Studios, LLC, fees may apply.
- Please contact us for an additional release for any/all printed publications. Fees may apply.
- Images cannot/will not be made available to another agent who takes over an expired or withdrawn listing.

- Unauthorized use of images is a copyright violation according to Copyright Act 17 U.S.C § 106, and will result in termination of this contract.
- Virtual tours will remain active as long as you require. Not to exceed 1 year, terms of which will be the same as above

Copyright Notice:

- The photographer who has taken an image is the copyright holder of the image. Branchout Studios, LLC retains all copyrights expressed and implied otherwise for all images taken.
- Copyright is not and will not be transferred to any other party.
- Licensing may be obtained for various applications of images. Please contact us for more details.

Homeowner policy:

- Home sellers/buyers may request a copy of the photos from the photographer only.
- We will supply images to the homeowner in a "owner media kit". Fees and licenses will apply. Call for details.

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 will provide a "get your home ready for photos" check list to all agents/home owners as a guideline. We work on a set time schedule for every shoot.

Time is a precious commodity, both yours and mine.

- 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 Branchout Studios, LLC does not handle any cleaning, dusting, or moving of furniture.
- The homeowner and/or agents shall ensure that there are no hazards to the photographer's safety.

- The photographer will work with agents and/or 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 entire home. We do not usually include utility rooms, closets, or garages, 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.

Cancellation/postponement Policy:

Branchout Studios understands that homes may not be ready for shooting as expected.

- It is the responsibility of the agent to inform us as soon as possible for rescheduling.
- A photo session that is rescheduled or canceled after 8pm the day before will be charged a 50% rescheduling fee. Branchout Studios, LLC retains the right to determine situations that may be exempt.
- 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 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.

Payment Policy:

- Payments will be received prior to delivery of images.

- Credit card payments can be processed via PaySnap when the image delivery email is sent.
- The photo release is not authorized until payment is received in full.
- Failure to pay for the images 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.

Thank you for taking the time to read our terms and agreement.

If questions arise, feel free to contact me directly.