

## **Commercial Photography License and Booking Agreement**

### **Introduction**

This is a legal agreement between you (Client) and Home Shots Real Estate Media, aka: HSREM (Vendor). This agreement applies when the Client schedule a booking date, purchases, or licenses any photography services or related deliverable images (Licensed Content) from HSREM. By scheduling a booking, purchasing, downloading or using Licensed Content under any conditions, the Client or end user agrees to and must abide by the terms described within this license contract.

Violations of this agreement may constitute copyright violations which are punishable by penalties from \$200 to \$150,000 per violation in accordance with Federal Copyright Law. Title 17 of U.S. Code.

### **License Type**

This Commercial Photography License Agreement (Commercial License) allows the client to use Licensed Content in accordance with predetermined guidelines for real estate listing marketing, as outlined in the Licensed Content Usage section below.

### **Licensed Content Usage**

This Standard License allows the Client to use royalty-free Licensed Content without expiration for website home page promotional use, social media, MLS real estate listing distribution, and print, for an unlimited number of times, for their current listing, except as outlined in the Restricted Usage section of this agreement. Agreement ratification is defined as the date that the Client authorizes photography services in writing, including by email.

The Client's employees or subcontractors may access and use Licensed Content at the direction of the Client, and only in relation to the Client's own projects for the specific listing.

### **Rates and Fees**

The client understands that rates and fees may change pending travel and job-related costs.

### **Cancellation Policy**

Bookings may be canceled within 72 hours prior to the booking time/date without cancellation fees. Cancellations within the 72-hour timeframe will incur a \$50 cancellation fee that can be applied to a rescheduled shoot within 14 business days.

### **Restricted Usage**

The Client understands and agrees to the following restrictions on the use of Licensed Content:

Editing - The client may not edit, alter, re-use, or otherwise re-purpose original images provided at any time.

Unlawful Use – The Client will not use Licensed Content in any defamatory manner, or in violation of any applicable laws.

### **Intellectual Property Rights**

The Client understands that HSREM retains all ownership and copyrights to Licensed Content. Any rights not expressly granted in this agreement are reserved by HSREM. The Client is granted limited use of HSREM's names and logos for the purpose of attribution. These rights are non-transferable.

**License Termination**

Vendor may terminate this agreement at any time if the Client breaches the terms of this or any other agreement with HSREM. When this agreement is terminated, the Client agrees to cease using Licensed Content specified by HSREM, and destroy any stored copies of such data.

**Representations and Warranties**

HSREM does not guarantee the accuracy of Licensed Content categories, descriptions, keywords, captions or titles. The Client agrees that all Licensed Content is provided “as is” without representation, warranty or condition of any kind.

**Indemnification**

The Client agrees to indemnify and hold harmless HSREM from any and all liabilities, damages and expenses stemming from the use of Licensed Content.

**Assignment** – The Client is bound by this agreement and may not assign it to other individuals or businesses without the express written consent of HSREM. HSREM reserves the right to assign this agreement to any successor, without notice or consent.

**Governing Law** – This agreement will be governed by the laws of the state of Florida, in the United States of America. The Client agrees to resolve any initial legal disputes in Broward Country, Florida courts.

**Severability** – If any of the provisions of this agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected.

**Entirety** – No terms or conditions outlined in this agreement may be modified by either party without the express consent of both parties, in writing.

**Notice** – Any notices for HSREM pertaining to this agreement or Licensed Content should be sent via email to [info@homeshotsphoto.com](mailto:info@homeshotsphoto.com). HSREM will send any such notices to the Client’s email account used when scheduling photography services or purchasing or registering Licensed Content.

**Payment and Collections**

Unless otherwise specified in the applicable Order, Customer will pay all Fees within 30 days of the date of the applicable invoice issued by Box. In the event Customer disputes any invoiced Fees, Customer will provide written notice of the disputed amount within 30 days after receiving such invoice and timely pay any undisputed portion of such invoice. The Parties will cooperate in good faith to resolve any disputed invoice or portion thereof within 30 days of notice of dispute. All amounts payable by Customer under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Customer will promptly reimburse Box for any cost or expense incurred in connection with any collection efforts undertaken by Box in connection with any past due amount owed under this Agreement. At Box’s discretion, past due amounts may accrue a late fee equal to the lesser of 1.5% per month, or the maximum amount allowed by applicable law.