



**MidMichigan Image, LLC**  
**Real Estate Photography Engagement Agreement**

This agreement is between MidMichigan Image, LLC/Jeffrey Zahniser (hereafter "Photographer" "the Photographer" or "Photography Company") and \_\_\_\_\_ (hereafter referred to as "Client").

**1. Scope of Work**

1.1 – This contract is for services and products related to all photography/videography sessions (hereafter "session or sessions") performed by Photographer for the benefit of the Client.

1.2 – Session scheduling will be coordinated and agreed upon between Client, Photographer and Homeowner.

1.3 – Client agrees to allow Photographer to make the professional decision to the number of photos/video clips (hereafter "media") deemed necessary to capture a property. Photographer, based on their sole artistic discretion, will perform basic post-processing or digital media editing services.

**2. Fees**

2.1 – In consideration for the photography services provided by Photographer, Client agrees to pay invoice balance prior to each session. Photographer will ensure communication of any necessary price changes due to additional services requested at time of service. This contract will serve as course of dealing for all sessions completed between Client and Photographer.

2.2 – If additional services are added after completion of initial payment, the additional balance for photography services must be paid in full prior to time of delivery (24 Hours).

**3. Work Product**

3.1 – Photographer will deliver basic post-processed media via download link and will be delivered no more than 24 hours after the session. Advanced processing and video if purchased will be completed no more than 72 hours after the session.

3.2 – Photographer retains all rights to a media from all sessions. Client is granted license for use within Client's real estate business and/or personal use. Other than the use of advertising the property for sale/rent/lease, Client must obtain licensing/permission from Photographer for commercial production license (for example; to advertise company, business, event, etc.). This license is not transferable, or assignable, other than Client and its respective Broker, and cooperating MLS agencies. Extension of the use license to any homeowner for personal use must be granted by the Photographer, in writing.

3.3 – Any physically-provided media (CD/DVD, thumb drive, prints) will be subject to applicable Michigan Sales Tax, and will be charged according.

3.4 – Photographer agrees to provide Client with media no fewer than listed per quote or agreement at a resolution not less than 3264 pixels wide by 2448 pixels high and at least 72 dpi. File size will be no larger than four (4) megabytes as recommended from the MLS. Higher resolution/file size will also be provided at no additional cost for use of marketing/printing for that property. (Note: Compression to meet MLS requirements will be utilized, and Photographer will attempt to maintain clarity is kept during this process.) No prints will be provided unless indicated in 3.3. All media delivered will be free of watermark and approved for use on MLS. Watermarked media will be provided at no additional cost to Client with MidMichigan Image, LLC's watermark to be used outside of MLS. This protects the Client and Photographer from theft of media. Realtor/Agent watermark can be added to these at no additional cost upon request.

**4. Indemnification**

4.1 – 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 failing to capturing any of the photos on the list.

4.2 – If Photographer is unable to perform the services in this contract due to any cause outside its control, such as fire, flood, casualty, acts of God or terrorism, illness, or any other cause outside the Photographer's control or expectation, Client agrees to indemnify Photographer for any loss damage or liability; however, Photographer will attempt to reschedule within five days, if applicable. If full performance is deemed impossible, all pre-payment will be returned.

4.3 – 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.

4.4 – 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 Session. 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.

4.5 – Client understands and agrees that Photographer may have cords, light stands, and other equipment at the session 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.

4.6 – Client agrees and understands that the quality of media is entirely subjective. Photographer will strive to present media in a workmanlike manner but is not required to cater to specific aesthetic preferences of Client.

4.7 – Client agrees and understands that Photographer may perform digital retouching of media. Client is responsible for ensuring that the retouched media do not display the real estate or location in a manner that is misleading or constitutes false advertising.

## **5. Duty of Client**

5.1 – Client will obtain all permissions necessary for Photographer to photograph/record 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/recording the event(s) or location(s) is not the fault, liability, or responsibility of Photographer.

5.2 – If Client fails to provide access to the location for Photographer at the scheduled time of the shoot, Client will be subject to a return trip fee based on zone of address in relation of Photographer's address. Zone 1 (50 Miles-\$60, 51+ Miles- Zone 2 \$80).

5.3 – Photographer is responsible for receiving FAA approvals of flight plan for aerial shoot. If disapproved by FAA/ Airport, a full refund will be provided for aerial photography services.

5.4 – If weather is deemed unfit for flight, Photographer will propose a new date/time at their next availability with forecasting and Client availability considered.

5.5 – There are no refunds due to weather delays/reschedules and no additional cost for rescheduling if deemed unfit conditions by Photographer and Client agrees prior to arrival. If Client refuses reschedule and Photographer arrives and deems it is unfit to complete shoot, Client is subject to a return trip fee stated in 5.2.

5.6 – Photographer has the right to reschedule due to weather for aerial services without any notice, however will be in direct communication during determination with Client. This is to ensure the minimization of endangering humans and damage to property.

5.7 – All other cancellations/reschedules should be completed no shorter than 24 hours prior to the scheduled start of event.

**6. Property Release**

Client represents to Photographer that Client has the rights to photograph/video the location, building, or real estate that is the subject of this session. Client agrees that Photographer may use any or all the media in advertising, trade, or for any commercial purpose. Photographer has full rights to use any media from this shoot in any matter allowed by law.

**7. 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 Michigan. The arbitration shall be binding on the parties.

**8. Assignability and Parties of Interest**

Client agrees and understands that, unless otherwise specified in this Agreement, Client is not contracting for a personal service that will be performed by any specific Photographer and may be sub-contracted or assigned. Photographer may assign any Photographer associated with the Photography Company to perform its duties under this contract.

**9. Entire Agreement**

This Agreement constitutes a single integrated Agreement expressing the entire terms of engagement between 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, 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 with respect to the subject matter.

**10. 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 or the authorized representative of such party.

**11. Venue and Jurisdiction**

This Contract is governed by the laws of the state of Michigan 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.

**12. 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 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: \_\_\_\_\_