

PhotoAram Official Real Estate Photography Services Contract

This agreement is between _____ (hereafter “the photographer” or “PHOTOGRAPHER”) and _____ (hereafter referred to as “CLIENT”).

1. Scope of Work:

This contract is for services and products related to real estate photography (hereafter “the shoot” or “the SHOOT”) to take place at the following time and property address:

Date/Time: _____

Property Address: _____

CLIENT has selected the following package(s) for the SHOOT (please check all that apply):

Interior/exterior

Video Tour

Aerial (Drone) Photography

Floor Plan Design

PHOTOGRAPHER agrees to provide photos and/or videos as agreed upon in the package(s) selected above. CLIENT may review photos during the shoot, but it is not required. PHOTOGRAPHER may include more or fewer photos depending on the conditions of the shoot and the property size.

PHOTOGRAPHER will perform basic post-processing or digital editing on the photos and videos to enhance quality where artistically necessary. CLIENT may request 1-2 example photos after the SHOOT to preview the editing process.

2. Fees:

In consideration for the real estate photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of \$ _____. CLIENT agrees to pay the photographer a non-refundable payment before or at the end of the SHOOT. The payment reserves the photographer’s time and is not a retainer or a deposit. PHOTOGRAPHER agrees to not advertise availability of this time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the payment will not be returned to CLIENT. It will be held as credit that can be used in the future. If payment will be sent after CLIENT decides if photos are accepted, then they have one (1) week to send to PHOTOGRAPHER.

3. Work Product:

PHOTOGRAPHER will deliver proofs of the photos to CLIENT within thirty (30) days from the date of the SHOOT. All photos are licensed for CLIENT’s real estate marketing use only. Photos may not be resold or reused for other properties without PHOTOGRAPHER’s written consent.

The photos/videos will be delivered digitally via email, Google Drive, or another mutually agreed-upon platform.

4. Indemnification:

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is not obligated to capture any specific angles or features of the property.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract for reasons outside their

control (e.g., weather, equipment failure), CLIENT agrees to indemnify PHOTOGRAPHER for any damages or loss, and PHOTOGRAPHER will refund any payments made in relation to this shoot.

4.3 - CLIENT agrees to indemnify and hold PHOTOGRAPHER harmless for any liability or data loss related to technological failure.

4.4 - CLIENT understands that PHOTOGRAPHER is not required to maintain copies of the photos beyond 60 days after the photos have been delivered.

4.5 - CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury or property damage that occurs during the photography session.

4.6 - PHOTOGRAPHER will present the photos in a professional manner but is not required to meet specific aesthetic preferences of CLIENT.

5. Duty of Client:

CLIENT is responsible for ensuring the property is prepared for the shoot, including cleaning, staging, and organizing. CLIENT will ensure that PHOTOGRAPHER has full access to the property at the scheduled time.

If the property is not prepared for photography or if access is delayed, CLIENT agrees that additional fees may apply. If permissions are required for access to the property, CLIENT will ensure that these are obtained prior to the shoot.

6. Exclusive Photographer:

CLIENT agrees that no other photographer or person may take photos during the session arranged by PHOTOGRAPHER without PHOTOGRAPHER's consent. This ensures PHOTOGRAPHER's work is not impeded.

7. Model Release (If Applicable):

If any persons are included in the real estate photos (e.g., staff or clients), CLIENT grants PHOTOGRAPHER permission to use their likeness for marketing or promotional purposes in any media, including websites, social media, and advertising.

8. Aerial Photography (If Applicable):

If the SHOOT includes aerial photography, CLIENT acknowledges that PHOTOGRAPHER will follow all local, state, and federal regulations regarding drone use. PHOTOGRAPHER is not responsible for delays or rescheduling due to weather conditions that prevent safe drone operation.

9. Refusal of Photos:

If CLIENT refuses to use the photos provided by PHOTOGRAPHER for any reason or doesn't pay, PHOTOGRAPHER retains full rights to the photos. CLIENT acknowledges that they forfeit all rights to the photos, and any use of the photos by CLIENT will not be contested or allowed. PHOTOGRAPHER reserves the right to use or sell these photos for any purpose without further notice to CLIENT.

PHOTOGRAPHER Signature: _____

Date: _____

CLIENT Signature: _____

Date: _____