



## RTV, INC. PROFESSIONAL PHOTOGRAPHY SERVICES AGREEMENT

### Terms and Conditions

**WHEREAS**, RTV is engaged in the business of professional photography and virtual tour services 'Services'; and  
**WHEREAS**, Client desires to utilize the Services of RTV in exchange for compensation as set forth in Exhibit A and in accordance with the terms of this agreement; and  
**WHEREAS**, RTV desires to enter into this agreement with respect to services set forth in Exhibit A and in accordance with the terms of this agreement.

**NOW, THEREFORE**, the parties agree as follows:

#### 1. Engagement of Services

**RTV agrees to render to Client as follows:**

- (a) Provide to Client a pre-photography shoot check-list prior to the scheduled shoot in order to assist Client with necessary preparations to be completed prior to the arrival of the RTV photographer.
- (b) Provide the agreed Services on the scheduled date, time and location as agreed and arranged with Client.
- (c) RTV agrees to provide Client with digital photography for both high resolution (print) and low resolution (online).
- (d) RTV agrees to electronically deliver digital photography to Client within 5-10 business days of on- site service completion.

**Client agrees to the terms as follows:**

- (e) Client agrees to have **property preparations** in accordance with RTV recommendations completed **at least 2 hours prior to the photographic session** and provide an onsite representative for the entire duration of said scheduled session.
- (f) Client agrees that **RTV photographers are not responsible for preparation or staging of properties** prior to or during the scheduled photographic session. Client agrees that staging and preparation of property site is the sole responsibility of the Client. Client understands that properties will be photographed 'as-is' regardless of compliance with RTV recommendations or requirements. Client agrees that in the event that resultant photographs are not in compliance due to lack of preparation by client that no refund will be due client.
- (g) Client may **cancel 48 hours prior to scheduled appointment**, or 1 business day in the event of a holiday or weekend session, by notifying RTV or its photographer with no charge. If no notification is provided or the photographer arrives at scheduled appointment and is prevented from completing the job due to Client's representative not being present or the property is not ready for the shoot, client agrees to pay a cancellation fee equal to 50% of ordered services plus any applicable mileage.
- (h) **Client may request edits to photos up to 30 days after photos have been electronically delivered to client.** Beyond 30 days edit requests will not be accepted by RTV.

#### 2. Inclement Weather Policy

If inclement weather prevents the scheduled shoot, RTV agrees to reschedule the photographic session with the Client without cancellation fees.

#### 3. Ownership of Photographic Images

All photographic copyrights related to this agreement shall belong to the Client and shall, to the fullest legal extent possible, be considered works made for hire by RTV for Client. Client agrees that both the photographer and RTV may retain copies of photography. Client also specifically grants RTV and photographer copyright permission for virtual tour hosting and website promotional purposes. RTV understands that copyright permission does not convey permission to use photography in print publications. RTV and or photographer may seek written permission from Client to use images in print publications by submitting a written request to Client.

**4. Payment of Services**

All photography services are to be paid in full prior to scheduling of photography session. Payment to be made via credit card by telephone at (866) 947-8687 opt. 5, online via credit card, or by check payment to the following payment address:

RTV, INC.

Accounts Receivable

400 E Eighth Street, Suite 2

Traverse City, MI 49686

\* A fee of \$25 will assessed on all payments disputed or insufficient funds.

\* A fee of \$50 will be assessed to all executed contract cancellations.

**5. Deposits**

Any and all deposits required to be paid by CLIENT either pursuant to this Agreement or its individual contract/agreement with RTV, shall, after one year since deposit was made, shall be surrendered to RTV, without further notice, if no services have been requested by CLIENT. After one year, RTV shall have no obligation to either refund the deposit or perform any services as a result of such deposit being made. Specifically, if one year elapses after a deposit is made, CLIENT may be required to pay an additional deposit if it thereafter requests any services to be performed by RTV and the original deposit will not be applied towards the money due for such services.

**6. Liability**

Client agrees to indemnify and hold RTV and its Photographer subcontractors harmless with respect to any claims, loss, lawsuit, liability, or judgment suffered by Client which results from the use of any material prepared by RTV or its Photographer subcontractors in the execution of this services agreement.

**7. Independent Contractor**

RTV is an independent contractor of Client. Nothing contained herein or any document executed in connection herewith, shall be construed to have created an employer-employee partnership or joint venture between Client and RTV.

**8. Termination**

Should RTV determine that the services contemplated in the Agreement cannot be timely and appropriately provided (for any reason), it shall have the sole and unilateral right to terminate the Agreement and any obligations either party has thereunder. Notification of RTV's invoking such right shall be effective if it is provided to CLIENT in writing (including email or mail), within 12 hours of the date and time scheduled for the services to be provided/performed. In the event RTV cancels the Agreement in this fashion, it shall provide a full and final refund to CLIENT within seven (7) days of the notification of cancellation. Excluding its obligation to provide a full and final refund, RTV shall have no other liabilities, direct, or indirect, to either CLIENT or anyone else who is a party or beneficiary (implied or otherwise) to the Agreement.