

## RTV, INC. PROFESSIONAL PHOTOGRAPHY SERVICES TERMS & CONDITIONS

**WHEREAS**, RTV is engaged in the business of professional photography and virtual tour 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 (the "Services") 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 the Services 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; with Client;
- (c) RTV agrees to provide Client with digital photography for high resolution (print) and low resolution (online); and
- (d) RTV agrees to electronically deliver digital photography to Client within 5-10 business days of the date of the completion of Services.

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

- (e) Client shall make commercially reasonable efforts to have the hotel property (the "Property") make preparations in accordance with RTV recommendations completed at least 2 hours prior to the photographic session and shall request that the Property 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 Property. 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 solely due to lack of preparation by Property 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.
- (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 upon a date reasonably requested by Client.

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, all items, including digital photographic deliverables ("Deliverables") be considered works made for hire by RTV for Client. To the extent any Deliverables do not qualify as a work made for hire, by signing this Agreement, RTV assigns and will assign to Client (and its successors and assigns) all right, title and interest in and to the Deliverables, including all intellectual property rights in the Deliverables. Client waives, and agrees not to assert, all moral rights that may exist in the Deliverables.

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. Warranties

RTV warrants and covenants that the deliverables and Services: (i) will be free from defects in workmanship, materials and design; (ii) will be designed and created by RTV to highly competent standards in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound industry or, as applicable, professional procedures; (iii) will not infringe on any U.S. or foreign patents, copyrights, trade secrets or any other third party proprietary right; (iv) will be free from any liability for royalties; (v) will be free from any mechanics' or other statutory liens or security interest or other encumbrance. RTV warrants and covenants that RTV employees or agents are on the Property premises and that RTV will be responsible for ensuring they obey all reasonable instructions, directions and policies issued by the Property and Client.

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 gross negligence or intentional misconduct of Client.

RTV agrees to indemnify, defend and hold harmless Client from and against all claims, demands, loss, costs, damages, and actions brought by third parties relating to: (a) actual or alleged infringements or misappropriation of any third party intellectual property or other proprietary rights in the use of Deliverables provided to Client under this Agreement, (b) any act or omission of agents, employees, or permitted subcontractors of RTV, (c) RTV's breach of any provision of this Agreement, and (d) any claims of its employees, affiliated companies or permitted subcontractors regardless of the basis of the claim. This obligation includes extends to payment of settlements, judgments, and reasonable attorneys' fees and litigation expenses.

7. Independent Contractor

Client is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to RTV's sole control. RTV is an independent contractor for all purposes, without express or implied authority to bind Client by contract or otherwise. Neither RTV nor its employees, agents or subcontractors are agents or employees of Client. RTV will be responsible for all costs and expenses incident to performing its obligations under this Agreement and will provide its own supplies and equipment.

8. Termination

Either party may terminate this Agreement for cause by giving written notice to the other party and 10 days' opportunity to cure, if such other party fails to perform any other provision of this Agreement.

9. Insurance

Throughout the term of this Agreement, RTV will maintain broad form commercial general liability insurance, written on a per occurrence basis, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage and \$1,000,000 general aggregate. The liability policy will name Client as an additional insured. RTV will provide Client with a certificate of insurance before beginning work. All policies will contain an endorsement providing that the insurer will give Client 30 days' written notice of cancellation, reduction or material change of coverage in policy. RTV will also maintain Workers' Compensation and Occupational Disease Acts or other local, state, federal or foreign laws or regulations that are applicable to acts of RTV and/or its agents, employees, or permitted subcontractors in connection with this Agreement. RTV will cause all parties working on Property site (i.e., subcontractors) to abide by these same insurance requirements, as well as any federal, state and local requirements.