



STORYTELLING - CONTENT CREATION - FILMMAKING - PHOTOGRAPHY

PHOTOGRAPHY AGREEMENT AND LICENSE – TERMS AND CONDITIONS

Rescheduling/Cancelation: VAVisuals NEVER charges cancellation or rescheduling fees, even if we arrive at the shoot and it is not ready. We know that things happen.

Quality Guarantee: When you receive the Products from us please check them to be sure they are acceptable. Any additional services requested after delivery of the Products will incur an additional fee. To avoid misunderstandings you agree to notify us in writing with 5 business days of receipt of the Products if you believe they are not acceptable, in which case our sole obligation will be to replace the Products. In no event will we be liable for incidental or consequential damages of any kind.

Photo Rights and Usage: The original agent who paid for this service has permission to use these images on any electronic or printed form of advertisement for the promotion of that property. The licensing agreement is valid only for the duration the home/property is listed for sale and cannot be reused without specific written permission.

We agree to provide you with the Products. If you have paid us in full, you have the Rights to use the Products. You agree that the Rights to use the Products have been granted only to you. You agree not to transfer, assign or sublicense your Rights to use the Products, or the photographs contained therein, to anyone without our written permission.

You agree that we will remain the owners of all the copyrights in the Products. **ALL**

PHOTOGRAPHS ARE THE COPYRIGHT OF THE PHOTOGRAPHER. This agreement does not transfer copyright to you.

You agree we reserve all rights not granted to you by this agreement. If we discover that someone is infringing on our copyright you agree to cooperate with us to help us stop the infringement or collect damages.

If anyone asks you for any of your Rights to the Products, you agree to refer them to us. If we agree to allow others to use the Products an additional licensing fee may be required. We agree not to use the Products in a way that interferes with your Rights.

We are an independent contractor and not your employee. You are not our agent and cannot make usage rights agreements for us.

Your Rights permit you post our photographs on multiple listing services and make the Products available in your MLS listing for the Property. However, your Rights do not permit third-parties to copy, display or distribute our photographs for the purpose of providing services competitive with the Products you have purchased from us unless we give you our written permission.

Property access: You authorize us to come onto the Property and take photographs. You have the authority to allow us entry and permit us to take photographs. You promise to indemnify us, defend us, and pay the expenses of our defense, if a claim is made against us arising out of the services we perform for you.

Payment: We like our clients to have seen the photos before paying. Our automated system allows viewing of watermarked photos before paying, and automatically removes this watermark as soon as the balance is settled.

Images cannot be sold to another agent who takes over an expired or withdrawn listing, as the purchasing agent does not own the photographs, but rather the right to use them during the specific term the property is for sale. The purchasing agent may reuse photos if the property is temporarily removed from the market.

Our Fee is payable upon delivery of the Products. If for any reason payment is not made within 15 days from the date of delivery of the Products, the Rights granted to you will terminate automatically.

Have a question? Give us a call at 540-588-8137 or email contact@vavisuals.com!