

# Photography Contract

\*Property Location: \_\_\_\_\_

\*Real Estate Agent / Broker (Client): \_\_\_\_\_

Photographer: Marijane Ceruti

## Small Shoot

\$150.00 (Up to 3000 sq. ft.)

\*Select Package: \_\_\_\_\_ (Initial)

This level includes interior and exterior coverage on location, post- production processing, and generates 30+ images. Post-processing includes color balancing and distortion correction. Images will be delivered digitally. This does not include prints.

## Big Shoot

\$225.00 (Over 3000 sq. ft.)

\*Select Package: \_\_\_\_\_ (Initial)

This level includes interior and exterior coverage on location, post- production processing, and generates 50+ images. Post-processing includes color balancing and distortion correction. Images will be delivered digitally. This does not include prints.

## Exterior Only

\$5.00 per shot & \$20.00 processing fee

\*Select Package: \_\_\_\_\_ (Initial)

## Post-Processing

\$5.00 per hour fee

\*Select Package: \_\_\_\_\_ (Initial)

Retouching will be done at the discretion of the photographer and will not include anything that would misrepresent the estate. i.e. digitally removing damage from walls or cabinets. Adjustments to sky for exteriors, removal of cars, and filling in grass that has seed already planted would be acceptable, for example.

*Note: A \$1/mile travel fee will be added to shoots over 50 miles from photographer's home location in Southington, CT. The fee will begin once 50 miles is reached and will cover to and from the location. i.e. if a shoot is 60 miles away an addition \$20 fee would be added.*

### Scheduling and Contact Information

Requests for photography appointments can be made through phone, text, or e-mail ([marijaneceruti@gmail.com](mailto:marijaneceruti@gmail.com)). Once both parties have acknowledged the date and time of the appointment, the appointment will be considered "booked".

### At the Shoot

The client is responsible for the presence of the authorized representative at the shoot to approve the photographer's interpretation of the project. If the client or a representative is not present the photographer's interpretation shall be deemed acceptable. The photographer will make a reasonable effort to remove litter, stray objects, etc. from the rooms. However please note that this does not include things like making beds, or rearranging furniture. Agents are expected to have the property staging and cleaning completed prior to the photo shoot. All properties will be shot "as is." Your input is important in choosing the best rooms and angles to photograph. Absent your input, the photographer will use his/her best judgement and experience to decide

how best to photograph the property. The client understands and agrees that the photographer is not responsible for or liable in any way for any property damage, loss, or personal injury during or after the session.

**After the Shoot**

Once the images have been made, the photographer will perform digital retouching and deliver to the client within 48 hours, unless otherwise specified. Delivery is through Google Drive to the e-mail address the client supplies. All images will meet a minimum resolution of 2000 pixels on the long edge.

**Cancellation, No-Show, Inclement Weather**

A minimum of 24 hour notice must be given for cancellation or rescheduling of shoot. Any shoot cancelled after 24 hrs notice period will be subject to \$45.00 cancellation fee. Arriving thirty (30) minutes late to an appointment will be considered a cancellation and will billed at the full rate of the shoot. Every effort will be made to accommodate a rescheduling. In the event of inclement weather preventing photography, a new date will be scheduled at the earliest available time.

**Rights and Usage**

All images produced for the client may be used for any and all marketing material and campaigns associated with the property and self-promotion. The photos may also be used by the parent company for the sole purpose of marketing the specific property photographed. Ownership of the image remains with the photographer, and license is granted only to the client and clients parent company and not to any third party. Any usage of the images by a third party, including but not limited to, architects, builders, stagers, designers, sellers or buyers, is strictly prohibited unless approved in writing by the photographer. The photographer is not responsible to provide images in RAW format. Photographer has no obligation to retain or archive any photographs delivered to the client.

**Payment**

Photographer will supply an invoice with all photography fees detailed, delivered to the client via e-mail with the image transfer. Payment is accepted via check or electronic transfer. Please make check payable to *Marijane Ceruti*. All fees and expenses payable under this agreement are required no later than ten (10) business days from the delivery of the photographs and payable irrespective of whether the client makes actual use of the photographs. If full payment has not been received within thirty (30) days all rights are revoked at the photographer's discretion. In the event rights are revoked, all images in the possession of the client will be removed from all forms of media and permanently destroyed within twenty (20) days. The client shall provide the photographer with written statement that all images have been removed and destroyed.

**No Exclusivity**

This agreement does not create an exclusive relationship between the parties. The client is free to engage others to perform services of the same or similar nature with other photographers and visa versa.

*\*Client Signature:* \_\_\_\_\_

*\*Print Name:* \_\_\_\_\_ *\*Date:* \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*\*E-mail:* \_\_\_\_\_ *\* Phone:* (        )        -

*Payment Method:* \_\_\_\_\_ *Date Received:* \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*Additional Notes:* \_\_\_\_\_

*Photographer's Acknowledgment of Additional Notes:* \_\_\_\_\_ *Client's Acknowledgment of Additional Notes:* \_\_\_\_\_