Client Service Agreement

Service Date: **Service Time:**

Service Address:
City:
State:

Parties of the Agreement

Known as "Provider"

Real Exposure
Shawn Cole - Owner / Representative
PO Box 493274
Redding, CA 96049
shawncole@realexposure.net
530-604-2847

Known as "Client"

First & Last Name:
Company Name:
Mailing Address:
Email:
Phone:

Collectively, all the above people or businesses entering this Agreement will be referred to as the "Parties".

Purpose of the Agreement

Client wishes to hire Provider to provide services relating to Client's Real Estate as detailed in this Agreement. Provider has agreed to provide such services according to the terms of this Agreement.

Terms

Location and Delivery of Services

Services. Provider shall provide Client with the following services and/or products ("Services"):

Addon Services. In some instances, Client may wish to add additional services or Provider may deem it necessary to include additional services to satisfy the requirements of the photography production goals after this agreement has been signed, which may result in additional costs added to the invoice total. The Parties agree to honor a mutual understanding that any services rendered whether included or not included in the initial service order of this agreement are to be paid in full upon request.

Location. Provider shall provide Services to Client at the Service Address listed on page 1 of this agreement.

Delivery of Services. Provider will complete all on-site Services at the Location unless otherwise specified in this Agreement. The products of the services will be delivered to the Client within the following time frames once the provide has left the Location.

Real Estate Photos (interior, exterior, aerial) and Floorplans: 24 - 48 hours.
Videos and Virtual Tours: 48 - 72 hours.
While the Provider will do their best to honor these time frames, in some instances the services can be delivered sooner; but they may also be delivered later, due to unforeseen circumstances. The Provider will communicate any foreseen delays to the Client prior to scheduling or immediately once discovered.

The products will be accessible to the Client via their private online media account hosted through www.realexposure.net
Products are provided for digital downloads only, by computer or smartphone. It is the responsibility of Client to utilize the platform by following the link that is sent by email to Client when products become available.

Cost, Fees and Payment

The total cost ("Total Cost") for all Services is:

Client shall pay the Total Cost to Provider by means of the media delivery platform, or by invoicing from Provider before products are able to be downloaded.

If a deposit is required at the time of signing this agreement, it must be paid before this agreement can be rendered as legally binding. Required deposits are listed below. The deposit will be applied to the Total Cost when Services are completed.

The deposit due is:

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired Provider exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Provider hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by Provider in accordance with this Agreement, Provider owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business.

Permitted Uses of Product(s). Provider grants to Client a non-exclusive license of product(s) produced with and for Client for business use only. Business use includes, but is not limited to, use within the following contexts:

1. In photos/videos on Client's business social media pages or profiles; or
2. In business related content, such as real estate listings, MLS data, or flyers/brochures exclusively represented by Client; and
3. For the sole purpose of promoting or transacting sales for the real estate subject of the Location.

Restricted Uses of Product(s). Client is aware that the non-exclusive license of product(s) produced with and for Client is non-transferable and the use of said product(s) by other parties not listed in this agreement is prohibited. Transferring product(s) to other parties for review, redistribution, personal or business use, or advertising, whether paid or unpaid, is prohibited without prior approval from Provider.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Provider's work and has a reasonable expectation that Provider will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Provider will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with professional standards and Provider will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every real estate subject is different, with different requirements, circumstances, and interpretations;
2. Photography and videography services are often a subjective art and Provider has a unique vision, with an ever-evolving style and technique;
3. Provider will use its professional judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Provider will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Provider shall have final say regarding the aesthetic judgment and professional quality of the Services;
5. Dissatisfaction with Provider's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services charged and paid to Provider.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Provider shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If the Client desires to cancel Services or reschedule Services in less than 24 hours of the scheduled appointment time, or if it becomes impossible for the Provider to render Services due to the fault of the Client or parties related to Client, such as failure to provide access to the real estate subject at the Location, or failure of one or more essential parties of the real estate subject to show up in a timely manner, the Client shall provide notice to the Provider as soon as possible via the Notice provisions detailed in this Agreement. The Provider may choose, at its sole discretion to charge or the Client up to fifty-percent (50%) of the Total Cost of Services detailed in the Invoice Estimate that was provided when Services were booked. Client is not relieved of any payment obligations for canceled Services of under 24 hours notice, unless the Provider otherwise agrees in writing.

Cancellation, Rescheduling of Services by Provider. Photography and Videography services provided are subject to cancellation or rescheduling when weather and/or environmental conditions may affect the quality of the product(s) produced, or interfere with Providers' ability to provide Service(s). Provider may choose, at its sole discretion, to reschedule the Service(s) to the best of its ability, as soon as possible, to a date and time that environmental conditions will not impact or impede the Service(s) provided. Provider will use its sound judgment to determine when to reschedule Services. If Provider is unable to reschedule Services to commence within 10 days of the service date set forth in this Agreement, Client or Provider reserve the right to cancel this Agreement when Notice is provided. Provider will refund any payments or retainer fees to Client within 15 days of cancellation. Provider reserves the right to at any time, cancel this Agreement by Notice for any undisclosed reason(s) and agrees to refund any payments or retainer fees within 15 days of cancellation.

Impossibility

Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following "Force Majeure Events":
(a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, explosions, infestations), epidemic, pandemic, or severe illness;
(c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority;(g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

Appropriate Conduct/ Safe Working Environment:

The Client expressly agrees to make best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Provider or a bystander to present a threat or implied threat of injury or harm to Provider, staff, or equipment, Provider reserves the right to cancel all services remaining under this Agreement and leave the Location. After the first offense, Provider will make reasonable efforts to notify Client or a responsible party. If Client is able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), Provider shall resume work in accordance with the original terms of this Agreement. If an unsafe or threatening incident occurs for a second time, Provider will immediately leave the Location. If the Provider leaves the Location early due to any threatening occurrences, Client expressly agrees to relieve and hold Provider harmless as a result of incomplete Service(s), or for a lapse in the quality of Provider's work, and Client shall be responsible for payment in full of Total Cost.

Health & Safety. Client further understands that Provider complies with all health and safety laws, directives, and rules and regulations. Client expressly agrees that during the Service(s) Client and its parties shall not carry weapons or firearms, be exposed to severe illness, or request Provider to do anything illegal, unsafe, or unethical. Further, Provider will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, quarantined areas, areas with risk of exposure to asbestos, lead, harmful chemicals, biohazardous substances, or areas containing fire damage, electrical damage, or structurally unsafe property. Under any of these circumstances, Provider reserves the right to end Service(s) immediately and/or leave the location. Client expressly agrees to relieve and hold Provider harmless as a result of incomplete Service(s), or for a lapse in the quality of Provider's work, and Client shall be responsible for payment in full of Total Cost.

General Provisions

Governing Law. The laws of California govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email: Provider and Client email listed on page 1 of this Agreement.
2. Text: Provider and Client phone numbers listed on page 1 of this Agreement.

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the real estate photography and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

_____ _____

Signature required *Date*

Client:

_____ _____

Signature required *Date*

Provider: