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| Client Name and Address: | Angie Agent, 10 Right of Way, Anchorage, AK 99999 |
| Date: | November 20, 2013 |
| Project: | 19 Moosehead Drive, Wasilla, AK (Palin House) |
| Requirements: | [insert # and resolution of photos, interior/exterior, CD or email, .jpg format, etc.] |
| Intended Use: | [insert real estate listing, website, brochure, publicity, advertisement, etc.] |
| Rights: | [specify any exclusivity, limit to specific listing, time period, geographic restriction, etc.] |
| Fee: | $1,500 |
| Due Date: | January 1, 2014 |

**Real Estate and Architectural Photography Agreement and License**

Dear Angie,

Thank you for your choosing our company for this Project!

The terms and conditions of our agreement are set forth on the reverse of this page. READ THEM CAREFULLY. These terms and conditions govern our relationship and your use of the photographs we take for you.

Please sign below to acknowledge your agreement to the terms on the reverse. We look forward to working with you!

Sincerely,

Joe Photographer

Accepted and agreed to by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Angie Agent

PHOTOGRAPHY AGREEMENT – TERMS AND CONDITIONS

These terms and conditions set forth our agreement and describe how you may use the photographs we produce for you. The capitalized words have the meanings assigned to them on the first page of this document.

We agree to provide you with photographs that reasonably meet your Requirements above. Provided you pay us in full, you will have the Rights provided for above so you can use the photographs for their Intended Use. You agree to use the photographs only for their Intended Use. You agree not to transfer or assign your Rights to anyone without our written permission.

When you receive the photographs from us you agree to check them to be sure they meet the Requirements. You agree that any additional photographs you require that are outside the scope of the Project or Requirements will incur an additional fee for which you will be responsible. To avoid misunderstandings you agree to notify us in writing with five (5) business days of receipt of the photographs if you believe they are not suitable for their Intended Use, in which case our sole obligation will be to replace the photographs. In no event will we be liable for incidental or consequential damages of any kind.

You agree that we will remain the owners of all the copyrights in the photographs and that this agreement does not transfer copyright in the photographs to you. You agree that all rights not granted to you by this agreement are reserved by us and for us only. ALL PHOTOGRAPHS ARE THE COPYRIGHT OF THE PHOTOGRAPHER.

If anyone asks you for any of your Rights to the photographs, you agree to refer them to us so we can decide whether to allow the use and whether any additional fee is required.

We agree not to use the photographs in a way that conflicts with your Requirements or interferes with your Intended Use. If we discover that someone is infringing on our rights you agree to cooperate with us to help us stop the infringement or collect damages.

You authorize us to come onto the property listed above and take photographs for the Project. You have the authority to allow us entry and permit us to take the photographs for the Intended Use. You promise to indemnify and defend us, and pay our expenses of that defense, if a claim is made against us arising out of the services we perform for you.

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

Our Fee is payable upon delivery of the photographs. If for any reason payment is not paid on delivery or promptly thereafter, the Rights granted to you will terminate thirty (30) days from the date of delivery.