

# TAILOR & REACH

By placing a work order or downloading any images from Tailor & Reach, the following terms and conditions become binding to all parties involved.

**Scope of this Agreement:** This Agreement applies to any digital assets, or digital images, photographs, or graphics created or taken by D.B.A. Tailor & Reach (“Photographer,” together with Client, “Parties”) and delivered to Client (“Photos”) for the specific property location(s) (“Property”). This Agreement governs the relationship between the Parties. Any amendments or modifications to this Agreement must be agreed to in writing and signed by the Parties.

**Rights:** All Photos and rights relating to them, including copyright and ownership rights in the media in which the Photos are stored, remain the sole and exclusive property of the Photographer. This license solely provides the Client with the limited right to reproduce, publicly display, and distribute the Photos only for promotional or advertising purposes directly related to the sale of the Property for the time period specified in this Agreement. Photos used for any purpose not directly related to the sale of the Property must be with the express permission of Photographer and payment of additional fees unless otherwise agreed to in writing and signed by the Parties.

Photos may be uploaded to any MLS listing service solely for the promotion of the Property during the pendency of this Agreement. However, regardless of any MLS terms and conditions, at no time does this Agreement provide Client with the right to transfer copyright or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106. Photos may contain copyright management information (CMI) at the discretion of the Photographer in the form of either a copyright notice © and/or other copyright and ownership information embedded in the metadata or elsewhere unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes a violation of the Digital Millennium Copyright Act (DMCA), and Client shall be responsible to the Photographer for any penalties and available awards. The client is solely responsible for ensuring that the Photos are removed from MLS databases at the expiration of this Agreement.

Unless otherwise specifically provided elsewhere in this document or other signed agreement between the Parties, any grant of rights is limited to a term of either one (1) year from the date of this Agreement, or at the termination of Client’s representation of the Property, whichever occurs first. Further use of images beyond one (1) year requires Photographer’s express permission and additional fees. Rights are assigned to the Client immediately upon delivery of the Photos.

All alterations and adjustments to images must be done by Tailor and Reach exclusively. No 3rd party alterations are to be done to the licensed images as the rights of ownership still belong to Tailor &.

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**Relationship of the Parties:** The Parties agree that Photographer is an independent contractor and that neither Photographer nor Photographer's employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. Photographer and the Photos or any other deliverables prepared by Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

**Creation:** The manner and method of creating any Photos are solely at the discretion of the Photographer and the Client has no right to control the Photographer's manner and method of performance under this Agreement. Photographer will use his/her best efforts to ensure that the Photos conform to the Client's specifications, and submit all Photos to Client in publishable quality, on or before the applicable deadlines.

**Delivery:** Photographer may select delivery of photographs in JPEG, TIFF, PNG, or other standard formats, at a resolution that Photographer determines will be suitable for the Photos as licensed. It is the Client's responsibility to verify that the Photos are suitable for reproduction and, if the Photos are not deemed suitable, to notify the Photographer within five (5) business days of delivery of Photos to Client. Photographer's sole obligation will be to replace the Photos at a suitable resolution, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages.

Unless otherwise specifically provided, Photographer is not responsible to provide images larger than 8"x10" at 300 dpi, or in a format higher than 8-bit or in RAW format. Photographer has no obligation to retain or archive any Photos delivered to Client.

**Fees:** All fees and expenses payable under this Agreement are required before the delivery of the Photos and payable irrespective of whether the Client makes actual use of the Photos. If full payment has not been received within thirty (30) days, all rights are revoked at Photographer's discretion. In the event rights are revoked, all images in the Client's possession shall be removed from all forms of media and permanently destroyed within ten (10) days of notice by Photographer. Client shall provide Photographer with a written statement that all images have been removed and destroyed within fifteen (15) days of notice by Photographer.

Most of San Diego County is included in our standard area. Some homes are subject to a minimum \$25 Out Of Area (OOA) fee: **North of the 76 Freeway — East of Ramona (San Diego Country Estates)**. This fee is reasonable and is to account for driving time and distance. Travel outside of our standard area is billed at \$100/hour in 15-minute increments (\$25 for 15 minutes, rounded up after 10 minutes). Time billed is based on Google Maps. Fees may be reduced or voided depending on the selected media package.

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**Cancellation:** If the Client cancels this Agreement within 24 hours prior to the Property shoot, the Client will pay any expenses incurred and a \$25 cancellation fee. If the Client cancels this Agreement less than 24 hours prior to the Property shoot or the Property is not ready to be photographed, the Client is responsible for 35% of the fee and any expenses incurred.