

Terms of Service

- 1) **Services.** Client hereby retains Photographer to provide certain photography services as requested from time to time by Client. These services include, but are not limited to, photography, videography, filming, editing, film rendering, drone piloting and filming, and other such services (the “Services”). Client will request such Services from Photographer through Work Orders. “Work Orders” means the written communication or series of communications, by mail, email, or other digital methods of communications, including those addressing the provision, modification, delivery, or timing of Services, and the fee for such Services, as mutually agreed upon by the Parties. Such written communication shall be considered a “Work Order” for the purposes of this Agreement, even if not explicitly stated as such. All Work Orders agreed to by Client and Photographer are subject to the provisions of this Agreement as though fully set forth in such Work Order and are hereby incorporated by reference and made a part of this Agreement. In the event that the provisions of this Agreement conflict with any Work Order, the provisions of this Agreement shall govern.
- 2) **Deliverables.** The Photographer shall provide the Client with digital photos and/or videos of a property as specified in the attached Work Order (“Deliverables”). Photographer will grant access to Deliverables via a listing website at <www.relahq.com> and/or as otherwise specified by Photographer for downloading by Client.

Photographer may decline to provide, or charge additionally for, services or deliverables Photographer reasonably deems to be beyond the attached Work Order.

- 3) **Term and Termination.** Unless sooner terminated in accordance with the terms herein, the term of this Agreement shall begin upon the Effective Date and shall last for a period of one (1) year. This Agreement shall automatically renew for successive one (1) year terms, unless either Party notifies the other Party of its intent to terminate the Agreement at least thirty (30) days prior to the expiration of the then current one (1) year term.
- 4) **Payment.** Client shall compensate Photographer for Deliverables with the mutually agreed upon amount shown in the Work Order, incorporated herein by reference. Payment shall occur in the manner and time agreed to by the Parties in the relevant Work Order, but no later than thirty (30) days after Client’s receipt of an invoice from Photographer. Once deliverables have been delivered to client no refund shall be available. Photographer shall be responsible for and bear all costs associated with all supplies and materials used by Photographer in connection with creation and uploading of Deliverables.
- 5) **Cancellation Policy.** Client may cancel Services associated with a Work Order by giving at least twenty-four (24) hours written notice to Photographer in advance of the date specified within the Work Order, which date shall be no later than 24 hours prior to the scheduled performance of such services. If Client fails to provide timely notice, Photographer may charge, and Client agrees to pay a \$50 cancellation fee for each cancellation.
- 6) **Usage and Intellectual Property.** Subject to Photographer’s receiving payment for the Deliverables on the Service Date or as otherwise agreed, Photographer hereby grants to Client a, royalty-free, worldwide, non-exclusive, limited right to copy, display, and/or publicly perform the images and/or videos shown in the Deliverables, solely for promotional or advertising purposes directly related to the sale of the property specified in the relevant Work Order. Photographer explicitly retains all

copyrights in all Deliverables. Client shall not directly or indirectly allow or enable any third party to use, copy, display, or modify the Deliverables and shall notify Photographer if Client becomes aware of the same. Deliverables used for any purpose not directly related to the sale of the property specified in the relevant Work Order must be with the express permission of Photographer and the payment of additional fees, unless otherwise agreed to in writing.

- 7) **Confidential Information.** Any information supplied by one Party to the other marked as “Confidential” must be used only for the purposes of this Agreement and must not be disclosed to other parties without the discloser’s written consent. This does not apply to information that is publicly available or that the recipient already knew, developed, or received independently.
- 8) **Independent Contractor Relationship.** Photographer is an independent contractor, not an employee or partner of Client.
- 9) **Safety.** Photographer reserves the right to terminate services and leave the location of a property if the Photographer, in his sole discretion, experiences inappropriate, threatening, hostile or offensive behavior from persons and/or animals at the property, or in the event that the safety of the Photographer is in question. In such an event, Photographer’s compensation is nonrefundable.
- 10) **Force Majeure.** Neither Photographer nor Client shall be liable for any delay or failure to perform under this Agreement caused by fire, flood, elements of nature or acts of God, acts of war, terrorism, or any other similar matter beyond the reasonable control of either Party (a “Force Majeure Event”). The Party whose performance is prevented, delayed, or hindered by a Force Majeure Event will immediately notify the other Party of the occurrence and describe the nature of the event.
- 11) **LIMITATION OF LIABILITY.** UNLESS AS A RESULT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A BREACH OF ANY WARRANTY MADE HEREIN, THE LIABILITY OF PHOTOGRAPHER TO CLIENT FOR ANY TYPE OF COMPENSATORY DAMAGES SHALL BE LIMITED TO THE AMOUNT OF PHOTOGRAPHERS’ COMPENSATION UNDER THIS AGREEMENT FOR THE SERVICES IN QUESTION. IN NO EVENT SHALL PHOTOGRAPHER BE LIABLE TO CLIENT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE LIKELIHOOD OF THE SAME.
- 12) **General Provisions.** This Agreement constitutes the entire agreement on this matter, superseding all previous negotiations or agreements, and can only be changed by mutual written consent. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving Party. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

The substantive laws of the Commonwealth of Virginia govern this Agreement and any disputes arising from it must be handled exclusively in Virginia courts. The prevailing Party in any dispute will be entitled to recover reasonable costs and attorneys’ fees.