



NEW VIEW PHOTOGRAPHY, INC.

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CONTRACT FOR PHOTOGRAPHY SERVICES

THIS CONTRACT, entered into on this date _____ (mm/dd/yyyy), is for the professional services of the photographer(s) for the capture of the images described below. The undersigned photographer representing New View Photography, Inc. and the undersigned Client agree to the contract as follows:

Service Description

New View Photography, Inc. will photograph the client's site from the angle and elevation best deemed, by the photographer, to capture the image characteristics sought by the client. Images will be taken from multiple elevations in order to offer different perspectives from which the client can choose. The Client may be present during the photography session to view the captured images and to more specifically describe the desired image. All photographs will be taken from a single setup location. (Multiple setup locations are an additional fee – see Fee and Deposit Schedule.)

All images will be cropped and straightened at no cost to the Client. Additional services are available including, but not limited to: shadow/highlight enhancement, color/contrast adjustment, re-sampling/resizing, and creating panoramic images from multiple images. (see Pricing and Fees Schedule)

Service Date

New View Photography, Inc will schedule the photography shoot at the earliest possible time in consideration of other previously scheduled appointments. If the Client has a specific date and time on which the photography session MUST occur we will do everything in our power to accommodate. (If other, previously scheduled appointments, have to be rescheduled to meet the Clients need then there will be a surcharge for doing so.)

Delays in services: As with all outside photography unfavorable weather conditions are out of our control and can cause scheduled sessions to be delayed until the weather becomes more favorable. Other possible causes for delays include equipment failure or photographer incapacity. If either of these occurs then every effort will be made to reschedule the photography session at the earliest possible date. If the date cannot be rescheduled to a time that is suitable to the Client then the Client may choose to cancel the session at no cost.

Access to Property

Client must provide legal authorization and access to the area/property to be photographed. This includes, but is not limited to, security clearance, the unlocking of gates, securing dangerous animals and livestock, and providing written right of access to private roads.

Image Acquisition

All images will be uploaded to a website on the internet, within 36 hours of the photography session, so that they may be viewed by the Client. Once the Client has made their selection of images and payment has been received; the selected images will be moved to a password protected private site from which they can be downloaded. Upon the Clients request the images can also be e-mailed to the Client.

Copyright Ownership

The copyright ownership of all products developed as a result of this service contract belongs to New View Photography, Inc. The Client is given the right to enhance the photograph and use it in any way deemed necessary to meet a single goal. This goal may be the sale of a property or the advertisement of an event. If the image is used in any publication then it must be accompanied by the legal notice of “copyright by New View Photography, Inc.”

All images are imbedded with an invisible, traceable watermark produced by Digimarc.

Pricing and Fees

All pricing is based on the number of images the Client chooses to purchase, not the number of images taken. We will take multiple pictures from varying heights to insure that the Client can choose the image that they like the best.

All pricing is based on a per physical address basis.

Up to 4 images of the front of a property	\$75.00
Up to 4 images of the back of a property	\$75.00

Other Services:

“Off truck” site setups*	\$25.00 each move
Additional photo processing	\$40.00/hour – ½ hour minimum
Mileage Fee (one way)	\$00.50/mile – all mileage measured from New View office. The first 20 miles are exempt from this fee.
Interior photography	based on property size
Virtual tours (2 types**)	starting at \$95.00

If the customer chooses not to purchase any images a re-shoot of the site can be scheduled. If the customer chooses not to purchase any images and declines a re-shoot then the customer will be billed Mileage Fee + a \$30.00 appointment fee

NEW Retainer plan** – This is a new concept that we are offering to a **very limited** number of individual realtors. Basically we are the ones “taking the risk” in getting your photography marketing materials.

You pay a monthly retainer of \$200.00 (includes all properties). For each property that you list you will then pay a fee of \$75.00. That is all you pay “up front” – if the property does not sell while you are listing it then you owe nothing more on that property for our services. When the property does sell while you are the listing agent you agree to pay an additional fee to be calculated by **multiplying the selling price by .0015**. (example: sell a \$300,000 property – your fee would be \$300,000 x .0015 which equals \$450.00) **This “Sold-It” fee will be paid in full at closing.**

We will provide all photography including elevated shots, full interior photography, a Full Screen interactive virtual tour and a customized individual web page (containing all of the above) for each property.

*If, to get the shot needed, the mast needs to be removed from the truck and carried to the site (along with 150lbs of other equipment) then the “Off Truck” fee will apply.

**We offer the industry standard Java based virtual tours and also the new Full Screen, high resolution, Flash based tours. Call for more details

Payment

In order to download the selected images, payment must be made using a Visa or MasterCard credit card. Once payment has been confirmed the Client’s images will be made available to download. If your company has an open account with New View Photography, Inc. then the terms are Net 15 and a company check is acceptable.

Contract in its Entirety

This contract constitutes a complete and binding agreement between New View Photography, Inc. and the Client. No other expressed promises or service descriptions are binding in this agreement.

Breach of Contract

In case of breach of this contract by client, the Client agrees to pay the fees agreed upon plus reasonable recovery fees to include, but are not limited to: all attorney’s fees, court costs, and/or arbitrator’s fees, plus interest on the amount owed at a rate of 12% per annum.

Signatures and Date

The persons signing for New View Photography and the Client certify that they are at least 21 years of age and have legal authority to sign as a representative of their respective organization or as an individual.

The persons signing for New View Photography and the Client agree to be personally, jointly and severally liable for the terms of this contract.

Woody Howard _____ Date: _____
President / New View Photography, Inc.

Client Signature: _____ Date: _____

Client Name (print): _____

Client Company: _____

Client Address: _____

Client Phone: _____

Property/Subject to be Photographed

The property to be photographed is:

Description: _____

Street Address: _____

City, State, Zip: _____

Contact Name / Phone Number(s): _____

If property is a building, in which direction does it face? _____

Describe the intended goals of the photograph session. (i.e. show the landscaping, show the view, show the depth of the lot, show intersection congestion, etc...): _____
