



Images by Van Dyne Real Estate Photography Contract

Client Name:
Address:
City, State, Zip:
Phone Number:
Email:
Appointment Date & Time:
Property Address:
Property Address:
Comments:

Terms and Conditions

1. This agreement between Images by VanDyne (“Photography”) and the above mentioned client (“Client”) is for photographic services of the above mentioned property address (“Property”).
2. The Photographer grants the Client a limited, non-exclusive, non-transferable right to use the images created for the purpose of marketing the Property. Client understands that Photographer owns the images and retains all rights, and may use them for Photographer’s own promotional purposes or re-sale. Client also warrants that they have the authority to enter into this contract for the Property, and shall indemnify and defend the Photographer in the event of any litigation arising due to this contract.
3. If, in the opinion of the Photographer, the shoot cannot be completed due to inclement weather or other adverse conditions, then Photographer reserves the right to re-schedule the shoot at the earliest convenience.
4. If the Photographer cannot perform this agreement for any reason, then Photographer will promptly return any deposit or payment to Client. Photographer will have no further liability in excess of monies paid.
5. Photographer will notify Client when images are ready for viewing. Full images will not be released until agreed to payment is made in full. Use of any images prior to full payment will constitute a breach of this agreement.
6. The charges in this agreement are based on the standard current price list and are subject to change.
7. This agreement constitutes the entire agreement between the parties and supersedes all other documents or communication, whether verbal or in writing. This agreement may not be altered except in writing and agreed to by both parties.
8. This agreement shall be governed by, and under jurisdiction of, the laws of Jackson County, Missouri.
9. Cancellation Policy: All deposits are non-refundable. A minimum of ten days notice are required for cancellation of this contract.

Notice of Allowance Statement of Use

The Photographer grants Client a limited use for the purpose of listing the Property under the Client’s current contract with the property owner. This extends to the Client’s use of images on the MLS listing as well as other promotional materials intended to sell the property. In the event the property does not sell, these images may not be transferred to any other party, including subsequent listing agents or the property owner.

Notice of Copyright

It is illegal to copy or use these without Photographer’s permission. Use without permission may be subject to civil or criminal penalties.

Total Cost:	Deposit:
Photographer’s Signature:	Date:
Client’s Signature:	Date:

Standard Price List

Up to 1200 sq ft	\$100.00
1201-2000 sq ft	\$150.00
2001-2500 sq ft	\$175.00
2501-2800 sq ft	\$200.00
2801-3000 sq ft	\$250.00
3000+ sq ft	\$300.00 +

Standard Room:

Includes all kitchens, bedrooms, bathrooms, and single use rooms. Price includes two images of a single Master Bedroom and one image of the rest of the rooms. Additional views / images should be agreed to and negotiated in advance. Additional images if taken by Photographer not agreed or negotiated may be included at not cost at the Photographer's sole discretion.

Great Rooms:

Includes rooms with multiple uses or rooms with open floor plans. These may include great rooms, or combination dining room / living rooms. Price includes at least two images of the room. Additional views / images should be agreed to and negotiated in advance. Additional images if taken by Photographer not agreed or negotiated may be included at not cost at the Photographer's sole discretion.

Exterior Views:

All standard exterior views. Photographer will make every effort to capture the best image from the angles agreed to in advance. Photographer will not employ any special equipment to achieve shots.

Deposit:

The lesser of \$75 or 50% is required as a deposit. At the time of signing of the contract, Client shall pay the required non-refundable deposit for services. The deposit will be subtracted from the total payment owed by Client upon completion of the services.

Additional Price List:

Twilight Shots: Price (\$105) includes one view, to be agreed to in advance. Photographer will shoot multiple exposures and combine into one "light painted" view of the exterior. Price includes shoot and all editing, as well as one additional round of reasonable edits. \$35 of this fee is non-refundable in consideration of the time required to shoot. \$70 is payable prior to delivery.

Special Features: Additional charges for special features such as additional buildings, acreage, or property beyond 25 mile radius.

USB Sticks: retail price plus convenience fee