



Real Property Metrics, LLC

Real Estate and Architectural Agreement and License

THIS AGREEMENT made by Real Property Metrics, LLC of 5309 Canal Drive, Lake Worth, Florida 33463 and

\_\_\_\_\_ hereinafter, "Client".

Property Location: \_\_\_\_\_

Invoice # \_\_\_\_\_

**Photography Services.** Photographer will perform photographic services for the client, generally described as follows:

- Exterior Photos                      Total Count \_\_\_\_\_
- Interior Photos                      Total Count \_\_\_\_\_
- Virtual Tour
- Exterior Twilight                      Total Count \_\_\_\_\_
- Subdivision Amenities              Total Count \_\_\_\_\_
- Floor Plan
- Post Closing Photo (Realtor/Buyer)

Total Price: \_\_\_\_\_

Event Date: \_\_\_\_\_

Weather Delayed Date if necessary: \_\_\_\_\_

**Independent Contractor.** Real Property Metrics, LLC is not an employee of the Client, but is an independent contractor.

**Images and Copyright.** Real Property Metrics, LLC will take pictures or images by means of digital photography. Images will be available for viewing by the Client via internet in low resolution format and RPM-Photo.com logo imprinted on all images. On receipt of payment, (unless other terms in an addendum are agreed upon at engagement), the Client will obtain **Limited Rights** to full format use of the images as provided above. The Client shall not use or publish the images except as authorized by this agreement. Real Property Metrics, LLC will retain copies for the Client's benefit. Real Property Metrics, LLC reserves the right to use the images on its website and advertising.

Any use of images by the Client without full payment is an unauthorized use and an act of copyright infringement and the Client may be responsible for any subsequent costs, fees, or damages, including Real Property Metrics, LLC attorney fees incurred in enjoining unauthorized use or distribution of images.

Fees. The Client will pay Real Property Metrics, LLC for the photographic event and image services:

- 50% upon acceptance of this agreement; and
- The balance when images are available
- Other Agreement:

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**Copies.** The Client will provide Real Property Metrics, LLC copies of each use of an image as soon as practicable after first publication, but no more than 30 days following first publication. The Client will additionally provide a link to all web pages where images are used by the client within 30 days of publication.

**Copyright Notice.** The Client assures and guarantees Real Property Metrics, LLC (RPM-Photo.com) that it will identify John Lennon as the photographer with each use of a published image.

**Agreement.** This agreement constitutes the entire understanding of the parties and supersedes any and all prior discussions or email. This agreement may not be modified except by written instrument signed and acknowledged by each of the parties.

**Jurisdiction and Venue.** This agreement is made and entered into, and is deemed to be performed in Palm Beach County, Florida and jurisdiction and venue for any dispute under this agreement will be Palm Beach County, Florida. This agreement will be interpreted and enforced under Florida law. In the event of any dispute under this agreement, the parties will endeavor to resolve it by direct discussion, next by third party mediation and ultimately by litigation. In the event of litigation, the prevailing party will be entitled to their costs of suit and a reasonable attorney's fee.

Dated: \_\_\_\_\_

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Real Property Metrics, LLC / John Lennon

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Client Signature

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Client Full Name