



## Terms of Service of Integrity Design, LLC

1. Integrity Design, LLC offers professionally produced real estate photography services and products (AKA "Project(s)") related to on-location photography shoot. If the product(s) created and delivered are not acceptable based on reasonable standards, Integrity Design will refund client's fees. Client will not be eligible to receive any part of the Project(s) if fees have been refunded.
2. CLIENT will provide a "show ready" property at the time arranged for the Project(s). Integrity Design will not be responsible for "preparing" the subject property for the Project(s). If the property is unacceptable based on the condition of the property or its contents, Integrity Design will charge a reasonable fee to re-record the Project(s), including travel expenses.
3. The PHOTOGRAPHER agrees to provide no fewer than 10 (ten) photos for the CLIENT to view after the shoot and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where antically necessary.
4. Integrity Design reserves the right to use any image or recording for any marketing purposes.
5. If subject of work is outside a 20 mile radius of Forest VA (24551), Integrity Design reserves the right to add a reasonable transportation fee.
6. PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or location during the SHOOT. CLIENT is encouraged to provide a suggested photo list to PHOTOGRAPHER no less than 12 hours prior to the SHOOT to include photos that CLIENT would like PHOTOGRAPHER to shoot, but PHOTOGRAPHER has not liability for capturing any of the photos on the list.
7. If PHOTOGRAPHER is unable to perform the services, on the day of the schedule SHOOT, due to any cause outside its control, such as fire, flood, casualty, act of God or terrorism, illness, or any other reasonable cause outside the PHOTOGRAPHER'S control or expectation, client aggress to indemnify PHOTOGRAPHER for any loss damage or liability; however, PHOTOGRAPHER will return all in full all payments made by CLIENT to PHOTOGRAPHER in relation to the scheduled SHOOT.
8. CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. PHOTOGRAPHER will take reasonable steps to prevent data loss but is not liable for loss of data due to technical failure.
9. CLIENT understands and agrees that Integrity Design is required to retain copies of a reasonable number of photos from the SHOOT for 60 days after the SHOOT. After this period has expired Integrity Design has no duty to retain copies or originals of files or photos from the Project(s) / event. It is the responsibility of the CLIENT to purchase, store, and backup photos after the 60-day period. This clause is subject to the limitations in #8 of these Terms and Conditions.
10. CLIENT understands and agrees that Integrity Design / PHOTOGRAPHER may have cords, light stands, and other gear at the location. CLIENT will hold PHOTOGRAPHER harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. CLIENT further agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

11. CLIENT agrees and understands that the quality of a photograph is entirely subjective. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.
12. CLIENT agrees and understands that PHOTOGRAPHER may perform digital retouching of photos. CLIENT is responsible for ensuring that the retouched photos do not display the real estate or location in a manner that is misleading or constitutes false advertising.
13. **. Duty of Client**
  - a. CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) or location(s) is not the fault, liability, or responsibility of photographer.
  - b. If CLIENT fails to provide access to the location for PHOTOGRAPHER at the scheduled time of the SHOOT, CLIENT is responsible to pay PHOTOGRAPHER 50% (fifty percent) of the total shoot price to PHOTOGRAPHER for its lost time.
14. **Property Release**
  - a. CLIENT represents to PHOTOGRAPHER that CLIENT has the rights to photograph the location, building, or real estate that is the subject of this shoot. CLIENT agrees that PHOTOGRAPHER may use any or all of the photos taken in advertising, trade, or for any commercial purpose. PHOTOGRAPHER has full rights to use any photos from this shoot in any legal manner.
15. If the Project(s) are unacceptable to the CLIENT from an editing standpoint, Integrity Design will re-edit footage a second time based on **written instructions** provided by the CLIENT. If the second edit is unacceptable, Integrity Design will charge an hourly fee to continue refinement of the Project(s).
16. If a legal dispute should arise between Integrity Design, LLC and CLIENT, with regards to business conduct or representative's actions, CLIENT agrees to a private mediation settlement.
  - a. **Arbitration:** Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Virginia. The arbitration shall be binding on the parties.
17. **Assignability and Parties of Interest:**
  - a. CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.
18. **Entire Agreement:**
  - a. This Agreement constitutes a single integrated Contract expressing the entire agreement of CLIENT and PHOTOGRAPHER with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

19. **Severability:** If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.