



# Services Agreement

Revised 26 April 2006

THIS AGREEMENT is made and entered into by and between HomeSafe SouthEast, LLC., referred to as "Photographer", and \_\_\_\_\_, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

- 1. Client agrees to pay the Photographer fee of \$ \_\_\_\_\_ per attached Work Order for the production of digital still photographs and/or "panorama" photographs, hereafter referred to as "Photographs" (as described below) of the "Property", being the residence, and garage or carport, if applicable, located at the following address:

Owner/Resident	
Street Address	
City, State & Zip	

- 2. The parties understand and agree that the Photographer and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Photographer the required notice, the Photographer will have no liability to the Client. The client further agrees that the Photographer is liable only up to the cost of services rendered.

- 3. Property Condition:  is occupied,  is empty,  has furniture,  has storage,  other \_\_\_\_\_.

**Client authorizes Photographer to release Photographs (via URL email) to:**

- Seller (Name and Email): \_\_\_\_\_
- Realtor Broker (Name and Email): \_\_\_\_\_
- Realtor's Multiple Listing Service,  "www.Realtor.com" (fees may apply);
- Other \_\_\_\_\_.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Brokerage/Agency: \_\_\_\_\_

Telephone: O: \_\_\_\_\_ C: \_\_\_\_\_

Email Address: \_\_\_\_\_

Photographer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Scheduled Date: \_\_\_\_\_ Work Order Number: \_\_\_\_\_

Photographer's Primary Address: **332 Main Street, Suite 405B Greenwood SC 29649**

- 4. This Agreement, including the terms and conditions on page 1 of 2 and the attached Work Order, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of SC, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

- 5. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged.

- 6. The Photographs are created and prepared for the Client. Client agrees to allow the Photographer to reserve all ownership rights and to maintain copies of "photographs" and utilize for marketing purposes. Photographer agrees to only utilize the photographs as "representative" products and not disclose any street address or names associated with the property. Client and Homeowner waive indemnify, defend and hold harmless Photographer from any and all damages, expenses, costs and attorney fees arising from such a claim.

Initials: Client: \_\_\_\_\_ Homeowner: \_\_\_\_\_