

PHOTO/VIDEO RELEASE Between The Real Estate Inspection Company

And

Client Name(s):		Phone:
Current Address:		e-mail:
City, ST, Zip		Notes:
For the property at:		
Inspection Date:		

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT.

I/We (Client) hereby request a 3D Virtual Tour of the interior of the structure at noted address to be conducted by The San Diego Real Estate Inspection Co. dba The Real Estate Inspection Co., (Company), for Client's sole use and benefit for the agreed upon fee of \$0.00. No return trips to the property are included. Additional charges will apply for return trips. Client agrees to read the following agreement carefully. Client understands that Client is bound by all the terms of this contract.

NON-EXCLUSIVE LICENSE AGREEMENT: Client understands and agrees that this agreement is for a non-exclusive license valid for SIX (6) MONTHS from the date of photography. The non-exclusive license is for the client to use the photos/videos/3D Virtual Tour in whatever manner they choose, including but not limited to market of a home for sale, architectural use, showing leased/rental properties, pre- or post-occupancy documentation, insurance claims, auction, etc.

EXTENDED HOSTING: Client may extend their license in SIX (6) MONTH Increments for \$95.

SCOPE OF SERVICE: Client grants permission to Company to capture photographs and videos to create a 3D Virtual Tour model of the above-referenced property. Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. Company agrees to make every effort to conceal the property location from the model by removing any identifiable traits such as address, geotagging, street names, or other features that may be used to easily identify the property. Rooms or areas of the house that client does not want included will not be photographed.

DELIVERABLE: Company will provide client a link which can be used to embed the 3D Virtual Model into a website. This HTML code is provided without technical support or web design services. Company is not a web design company and does not offer these services. Basic instructions on embedding the code will be provided. The 3D Virtual Model will reside on servers owned and operated by Matterport.

Client hereby gives to Company the right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied, in perpetuity without compensation.

PREPARATION: Client agrees to have the property ready on the day of, and at the time of the appointment. Company is not a cleaning service and does not return to re-shoot any area that is not prepped and ready. Therefore it is important for Client to:

- Clean the house. The camera is high resolution and will reveal clutter and unclean areas.
- Put away personal items not to be photographed. They cannot be edited or blurred afterwards.
- Make sure all lights are functional and turned on for best results.
- Unlock doors to all rooms that will be photographed. Locked room will be excluded.
- Remove excessive items from rooms such as boxes, footstools, animal toys, baby gates, etc.
- Pets should not be in the house during photography.
- Put away cords, chargers, toothbrushes, countertop appliances, papers, bills, toys.
- Remove items from refrigerator such as magnets or papers.
- Any valuable items that you do not want displayed publicly such as expensive art, weapons, or pictures.

The San Diego Real Estate Inspection Co.

IT IS CLIENT'S DUTY AND OBLIGATION to exercise reasonable care to protect him or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of Client.

GENERAL PROVISIONS: This contract and the 3D VIRTUAL TOUR do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever.

INDEMNIFICATION Client agrees to indemnify and hold Company harmless for any damage, harm, theft, or other acts that may be attributable to the public nature of the 3D Virtual Tour.

SEVERABILITY: Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court's holding.

FORCE MAJEURE: Company is not liable for damages as a result of Acts of God (including fire, flood, earthquake, storm, earth movement, hurricane or other natural disaster), war, terrorism, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, gas, internet or telephone service.

This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Service	Price	Amount	Sub-Total
			Total Price \$

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party and/or any spouse or business partner. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Company that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

Client Signature:		Date:
2nd Client Signature:		Date:
Company Signature:		Date: