



## **Abigail Mullen Photography**

Abigail Mullen | (352) 988-0210 | [abigail.mullen.photo@gmail.com](mailto:abigail.mullen.photo@gmail.com)

[www.abigailmullenphotography.com](http://www.abigailmullenphotography.com)

The contract is ready for review and signature. If you have any questions, just ask!

## TERMS

This Photography Licensing Agreement enters into effect between Abigail Mullen Photography and Client Full Name upon the receipt of the booking deposit to Abigail Mullen Photography and the signing of this contract. All references of Client in this Agreement include the Client's parent companies, affiliates, and subsidiaries.

## PARTICIPANTS

Client:

Client Full Name, Client Email

Photographer:

Abigail Mullen, [abigail.mullen.photo@gmail.com](mailto:abigail.mullen.photo@gmail.com)

## EVENT

Property Address

Date

## AGREEMENT

This Agreement applies to any photographs, digital assets/ images, or graphics created/ taken by Abigail Mullen Photography (referred to as "Photos") and delivered to the Client for the property listed above under "EVENT" section. This Agreement governs the relationship between participants. No email communication or other form of exchange may amend/ modify the terms laid out in this Agreement unless agreed to in writing.

## RIGHTS

All Photos and rights associated with them, including copyright/ ownership rights in the media of which the Photos are stored, remain the exclusive property of Abigail Mullen Photography. This License Agreement provides the Client with limited rights to the Photos to reproduce, publicly display, and distribute the Photos only for the purpose of promoting or advertising the sale of the Property. Any use of the photos not directly related to the sale of the Property must have a written agreement from Abigail Mullen Photography and additional fees may apply.

The Photos may be uploaded to any MLS listing service solely for promoting the Property during the pendency of this Agreement. Regardless of any terms and conditions of the MLS, at no time does this Agreement provide the right for the Client to transfer copyright or any other exclusive rights provided under the Copyright Act 17 U.S.C § 106. At the discretion of Abigail Mullen Photography, the Photos may contain copyright management information (CMI) in the form of either a copyright notice © and/ or copyright and ownership information embedded in metadata or elsewhere, unless agreed upon in writing by parties. Any altering or removal of such information is prohibited and a violation of Digital Millennium Copyright Act (DMCA) and Client is held responsible to Abigail Mullen Photography for any penalties and awards under this statute. Client is responsible for removing Photos from MLS databases at expiration of this Agreement.

Unless agreed to in writing and signed between parties, any grant to rights is limited to one (1) year from the date of this Agreement, or at the termination of Client's representation of the Property, whichever one occurs first. Use of the Photos beyond that time requires written permission from Abigail Mullen Photography and additional fees may apply. Rights are assigned to the Client immediately upon receipt of Photos.

## **RELATIONSHIP OF THE PARTIES**

The parties listed in this Agreement, agree that Abigail Mullen Photography is an independent contractor, that neither the Photographer or Photographer's employees are deemed to be employees of the Client. No employee-employer relationship is intended or created by this Agreement. Parties are not authorized to act as agent or bind the other party as stated in this Agreement. Abigail Mullen Photography and the Photos/ any other deliverables prepared by Abigail Mullen Photography are not deemed a work for hire, defined under Copyright Law. Rights granted to the Client are contractual and are defined by this Agreement.

## **CREATION**

The creative method/ manner of any Photographs is solely the discretion of Abigail Mullen Photography. Client has no rights to the Photographer's method or manner of performance under this Agreement. Abigail Mullen Photography will use their best efforts to make sure Photos and any other deliverables are to Client's specifications and that all Photos and deliverables are submitted in publishable quality on or before the applicable deadlines.

## **DELIVERY**

Abigail Mullen Photography may deliver Photos in JPEG, TIFF, PNG or any other standard format, at a resolution the Photographer deems suitable for the Photos as licensed. Client is responsible for verifying that the Photos are suitable for reproduction and if they are not suitable, the Client has five (5) business days to notify Abigail Mullen Photography. Abigail Mullen Photography's sole obligation will be to replace Photos at a suitable resolution but in no circumstance is responsible for poor reproduction quality, delays, or consequential damages.

Unless agreed to in writing, Abigail Mullen Photography is not responsible to provide images larger than "8x10" at 300 dpi or in a format larger than 8-bit or in RAW format. Abigail Mullen Photography is under no obligation to retain or archive any Photos delivered to Client.

## **FEES**

All fees/expenses payable under this Agreement are required to be sent and received to Abigail Mullen Photography no later than one (1) day after the scheduled photoshoot of property and payable whether or not Client makes actual use of the Photos. Abigail Mullen Photography has the right to apply password protection to the photos delivered to Client if payment has not been received by the due date. If full payment has not been made to Abigail Mullen Photography within fifteen (15) days of Photo delivery, all rights made to Client are revoked at Photographer's discretion. In an event that Client's rights are revoked, all images in possession of Client must be removed from all forms of media and permanently destroyed within ten (10) days of notice. A written statement from the Client must be provided to Abigail Mullen Photography that all images are removed and destroyed.

At time of booking, Client must pay a non-refundable deposit fee of \$50 that will hold the Client's spot on the calendar and will go towards the final total of fees. The Client's payment of this deposit also enacts this Agreement into action.

## **CANCELLATION**

If Client cancels this Agreement within 48 hours, Client must pay a 50% cancellation fee to Abigail Mullen Photography. For Client cancellation within 24 hours of the scheduled Property shoot, the Client is responsible for a 100% cancellation fee, paid to Abigail Mullen Photography.

## **NO EXCLUSIVITY**

This Agreement is not to create an exclusive relationship between parties. The Client is free to engage others to perform the same services as Abigail Mullen Photography or services in a similar nature. Abigail Mullen Photography is entitled to offer and provide services to others and solicit other clients and advertise the services provided by Abigail Mullen Photography.

## **TRANSFER AND ASSIGNMENT**

Client does not have rights to transfer or assign the Agreement and any other rights granted under the Agreement. No amendment/ waiver is binding unless made in writing and signed by the parties. However, the invoice may reflect, and the Client is bound by any authorizations that could not be confirmed in writing due to insufficient time or other practical considerations.

## **INDEMNIFICATION**

Client is held responsible to indemnify and defend Abigail Mullen Photography against all claims, liability, damages, costs, and expenses, this including legal fees and expenses, arising from the creation or any use of the Photos or materials furnished by Client. Client is responsible for obtaining the necessary model or property releases and ensuring they are in full effect and force.

## **GENERAL LAW/ ARBITRATION**

This Agreement underlines and sets forth the entire understanding and agreement between the parties, superseding any and all agreements made prior between parties. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of Florida. Any legal claim or litigation arising out of this Agreement or performance may only be maintained in courts physically located in Lake County, Florida, and the parties consent to the personal jurisdiction of such courts. If any litigation arises out of or relating to this Agreement, the prevailing party is entitled to recover their attorneys' fees that they incurred in the litigation. Either party may start mediation and/or binding arbitration in a forum mutually agreed to by parties, if they are unable to resolve the dispute through negotiation.

## **SEVERABILITY**

If any provisions outlined in this Agreement are found invalid, illegal, or unenforceable in any way, the legality and enforceability of remaining provisions will not be affected. Any unenforceable provisions will be revised only in the extent to make them enforceable.

## **WAIVER**

No action of either party may be construed to waive any provisions of this Agreement, unless explicitly in a written waiver and signed by both parties. \

## **CLIENT'S AGREEMENT TO THIS AGREEMENT**

Abigail Mullen Photography will provide this Agreement to the Client at the time of booking. Once Client has signed this agreement and paid the non-refundable deposit fee of \$50, the Agreement is enacted.

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\* Signature required

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