

Independent Contractor Agreement **(Photographs)**

This Independent Contractor Agreement (the "Agreement") is made and entered into by and between _____, a _____ Realtor _____ and _____, a(n) _____ Individual _____ (the "Independent Contractor").

Independent Contractor has been engaged to take photographs for _____ Realtor _____, and to deliver such photographs, for use in _____ Realtor's _____ Real Estate Business. Independent Contractor and _____ Realtor _____ now desire to enter into this Agreement to set forth the terms and conditions of such engagement.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Realtor and Independent Contractor agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meaning:

(a) Image(s) means all photographs, images, and graphics, including still photographs, panoramic images, video recordings, and virtual tours, taken or created by Independent Contractor pursuant to this Agreement, together with all copies of such photographs or other images as saved in any medium, including the negatives of such photographs, any electronic files in which the photographs or other images are included.

2. Engagement of Independent Contractor. Realtor hereby engages Independent Contractor to take or otherwise create and deliver to Realtor Images. Images will be delivered in the following format:

All images will be uploaded into Realtors personal website in which an account will be created for Independent Contract, at no charge to Independent Contractor. All images will be uploaded within 24 hours from the time of receipt of order unless otherwise specified. Website is as follows: www.TrackMyForeclosures.com
User name: _____

Password: _____

3. Payment. The amount and terms of payment for Independent Contractor's engagement of this Agreement shall be as follows:

Exterior orders: \$10 per property, requires minimum 7 Images, Front(1), both sides(2), both street views(2), address/house numbers, if no house # order must be noted(1), street sign(1), in addition Images of any damage you may notice from the exterior example broken windows, curling roof shingles, missing siding, etc.

Interior orders: \$20 per property, photo requirements will vary.

Exterior requirements are as follows: Front(1), both sides(2), both street views(2), address/house numbers, if no house # order must be noted(1), street sign(1), rear of house(1), backyard(1). In addition any damaged noted as you walk around the exterior, examples would be curling roof shingles, missing siding, broken windows, peeling exterior paint.

Interior requirements are as follows: 1 photo clearly showing as much of each room as possible, including kitchens, bathrooms, general living spaces, bedrooms, utility rooms, basement rooms. Damage photos should be detailed, example if the carpet needs replaced take a close up of stains or damage, if walls need painted or patched take pictures of holes in the wall, missing item photos should be obvious as to what the picture is of, example missing dishwasher in cabinet.

Checks will be mailed to the address listed by the Independent Contractor on this agreement on the 1st and 15th of each month and will include all Images submitted via the website site through the previous day. Example a check mailed on the 1st of the month will include payment for Images taken the 15th through last day of the month from the previous month.

4. Standard of Performance. I understand that _____realtor____ has a high standard of performance and I agree to adhere to the best of my ability to that high level. I understand that I will be given minimum performance requirements by ____realtor____ and that my performance in relationship to these requirements will be reviewed on a weekly basis.

5. Relationship of the Parties. Independent Contractor acknowledges that he/she is an independent contractor of Realtor and nothing in this Agreement shall be construed to create a partnership, or joint venture, between Realtor and Independent Contractor. Independent Contractor will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Realtor, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, health insurance, disability insurance, or retirement benefits; additionally, Independent Contractor will comply with all applicable tax obligations. Independent Contractor shall be responsible for the purchase of his/her own equipment, materials, tools, transportation and other expenses or costs under this Agreement, and Realtor shall have no obligation to reimburse Independent Contractor for any expenses or costs incurred by Independent Contractor in the performance of Independent Contractor's duties under this Agreement.

6. Assignment of Intellectual Property Rights.

(b) Independent Contractor acknowledges and agrees that all Images are proprietary works of Realtor. To the extent permitted under applicable law, all Images shall be considered a Work Made for Hire (as such term is defined under the Copyright Act, 17 U.S.C. Section 101 and following, as amended) (a "Work Made for Hire") by Independent Contractor for Realtor, and as such, shall be exclusively developed for the benefit of and owned by Realtor. Realtor shall exclusively own all copyrights and all other intellectual property rights in the Images.

(c) To the extent that it should be determined that any of the Images do not qualify as a Work Made for Hire, Independent Contractor agrees to assign and transfer, and hereby irrevocably assigns and transfers, to Realtor all of Independent Contractor's right, title, and interest, including all copyrights and other intellectual property rights, whether now existing or hereafter acquired, in and to all Images and Prior Images. Independent Contractor agrees to cooperate, and take all action reasonably requested by Realtor, including executing and delivering to Realtor all documents reasonably requested by Realtor, in connection with the

assignment of Independent Contractor's copyright rights, and other rights, to Realtor under this Agreement. Specifically, but without limitation, Independent Contractor agrees to assist in filing appropriate applications in the United States or elsewhere. Independent Contractor represents and warrants to the Realtor that it has not filed or participated in filing any copyright applications for the Prior Images. Except as otherwise provided in this Agreement, Independent Contractor shall make no copies of the Images or Prior Images. Independent Contractor shall protect the Images and Prior Images from unauthorized copying, dissemination, or disclosure and from other unauthorized use. The parties agree that a breach or violation of this Section 6 of this Agreement will result in immediate and irreparable injury and harm to Realtor, and Realtor shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligations under this Section 6 of this Agreement.

5. Independent Contractor Representations and Warranties. Independent Contractor represents and warrants to Realtor that each Image and Prior Image is an original work of art created by or owned exclusively by Independent Contractor and that no other person or entity has any interest of any nature in or to any Image or Prior Image. Independent Contractor further represents and warrants that the assignment to Realtor made under this Agreement is not subject to any encumbrance or other interest, and that the assignment will not violate or infringe upon the rights, including any copyright rights, of any person or entity.

6. Indemnification. Independent Contractor hereby agrees to indemnify Realtor, and its officers, directors, employees, and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any material breach by Independent Contractor of any of the terms of this Agreement, including any misrepresentation or breach of any warranty made under this Agreement, and the failure to perform all of Independent Contractor's obligations as set forth in this Agreement. MLS shall have the right, at its option, to control its own defense and engage legal counsel acceptable to MLS.

7. Term of Agreement. This Agreement may be terminated by Realtor or Independent Contractor at any time upon two (2) days prior written notice to the other party. Immediately upon termination, Independent Contractor agrees to deliver to Realtor all Images and Prior Images which were not previously delivered to Realtor.

8. Attorney's Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

11. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of _____. Independent Contractor acknowledges that by entering into this Agreement, and providing services under this Agreement, Independent Contractor has transacted business in the state of _____. By transacting business in the state of _____ by agreement, Independent Contractor voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in _____ County, state of _____, as to all matters relating to or arising from this Agreement.

12. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of Realtor and Independent Contractor and is not intended to benefit any third party. No

third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

13. Entire Agreement. This Agreement includes any schedules attached to this Agreement, which schedules are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between Independent Contractor and Realtor concerning the subject matter of this Agreement, and supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties. This Agreement may not be amended except in writing signed by Independent Contractor and MLS.

14. Survival. The provisions of Sections 1, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive any termination of this Agreement.

Dated effective _____.

Realtor

_____.

Date: _____

INDEPENDENT CONTRACTOR

Printed Name of Independent Contractor:

Signature:

Date: _____

Printed Name and Title of Signatory (if Independent Contractor is a business entity):

Independent Contractor contact information:
