

Listing Lux Media LLC

Media and Marketing Services Agreement

This Agreement applies to the media, marketing, branding, and property-related services (collectively, the “Services”) provided by Listing Lux Media LLC (“Company”) to the client (“Client”) including but not limited to real estate media, agent branding content, property preparation service, marketing materials and digital deliverables. This Agreement governs the relationship between the Company and Client and may only be modified in writing signed by both parties.

1. Services and Deliverables

Deliverables may include photography, aerial photography, videography, agent branding content, social media clips, floor plans, 3D tours, marketing materials, property websites, property preparation, or other media or marketing Services selected by Client.

2. Property Readiness

Client agrees the property will be photo-ready upon Company’s arrival unless property preparation Services have been selected by the Client and confirmed by the Company in writing. Unless otherwise agreed in writing, the Company is not responsible for cleaning, staging, decluttering, landscaping, repairs, or preparing the property beyond the scope of purchased preparation Services. The Company reserves the right to photograph or capture the property as presented at the scheduled appointment time. Extended wait time exceeding 15 minutes, return visits, appointments requiring rescheduling, or additional post-production editing or retouching requests resulting from the property not being ready may result in additional charges, including a \$100 rescheduling, return-trip or retouching fee.

3. Rights and Licensing

All photography, aerial photography, videography, agent branding content, social media clips, floor plans, 3D tours, marketing materials, property websites and other media created by the company (collectively, the “Media”), including all associated copyrights remain the sole property of Listing Lux Media LLC. The Client receives a limited, non-transferable, non-exclusive license to use the Media for the Client’s own marketing and promotional purposes. Media created for a specific property may be used only during the active listing period and may not be transferred, sold, shared, sublicensed, or reused by builders, stagers, designers, short-term rental operators, other agents, brokerages, or third parties without prior written permission from the Company. Any license granted under this Agreement automatically terminates upon expiration of the applicable listing or termination of the Client’s representation of the property.

4. MLS and Social Media Usage

Client may upload media to MLS systems and social media platforms solely for promotion of the property or the clients authorized marketing purposes. Client is responsible for removing media from MLS systems upon expiration of the listing agreement where required.

5. Portfolio and Promotional Use

Company retains the right to use all Media created under this Agreement for portfolio display, website content, social media, marketing, advertising, educational use, and business promotion unless otherwise agreed in writing before the shoot date.

6. Drone Operations and Weather

Aerial photography and videography are subject to weather conditions, FAA regulations, temporary flight restrictions, location restrictions, and safe operating conditions as determined solely by Company. Company reserves the right to reschedule drone operations, modify the scope of aerial Services, or substitute alternate media

if conditions prevent safe or lawful drone operation.

7. FAA Compliance

All drone operations will be conducted in accordance with applicable FAA regulations. Company reserves the right to refuse or discontinue drone operations in restricted, prohibited, or unsafe airspace or conditions.

8. Delivery

Media will be delivered in the standard digital formats selected by Company. Client must notify Company of any technical issues within five (5) business days of delivery. Any estimated turnaround times are non-guaranteed and may vary based on workload, weather conditions, holidays, editing requirements, technical issues or other unforeseen circumstances.

9. Editing and Retouching

Standard editing includes exposure balancing, color correction, perspective correction, and basic image optimization. Extensive object removal, virtual renovations, landscaping replacement, cosmetic alterations, or virtual staging are not included unless specifically selected by the Client and confirmed by Company in writing.

10. Virtual Staging and Alterations

Client is responsible for ensuring that any virtually staged or digitally altered images comply with applicable MLS rules, advertising regulations, and disclosure requirements.

11. Access to Property

Client is responsible for ensuring Company has timely access to the Property, including providing gate codes, lockbox access, parking instructions, and authorization to enter the property where applicable. Pets must be secured prior to the appointment. If Company is unable to access the property at the scheduled appointment time, the appointment may be treated as a cancellation or rescheduled appointment and may be subject to additional charges.

12. Payment Terms

Payment is due upon delivery unless otherwise agreed to in writing. A valid credit or debit card must be maintained on file for all bookings. Company reserves the right to charge the credit card on file for unpaid balances, approved add-on or upgrade Services, rescheduling fees, return-trip fees, cancellation fees, retouching fees, or other charges authorized under this Agreement. Company reserves the right to withhold downloads, property websites, floor plans, 3D tours, marketing materials, and other deliverables until payment has been received in full.

13. Cancellation and Rescheduling

Cancellation requests made within twenty-four (24) hours of the scheduled appointment may be subject to a cancellation fee. Rescheduling requests are subject to the Company's availability. Rescheduling due to weather, unsafe conditions, or circumstances affecting lawful drone operations may be accommodated at the may be accommodated at Company's discretion.

14. Independent Contractor

Listing Lux Media LLC is an independent contractor and is not an employee, partner, or agent of Client.

15. Safe Working Environment

Company reserves the right to refuse, pause, or discontinue Services if conditions are deemed unsafe, hazardous, threatening, illegal, or otherwise unsuitable for providing Services. Client remains responsible for any applicable travel, cancellation, rescheduling or return-trip fees.

16. Electronic Communications

For purposes of this Agreement, electronic communications and approvals, including emails, text messages, invoices, service selections, online approvals, and electronic payments, shall be considered written communications between the parties.

17. Limitation of Liability

Company's total liability arising out of or related to the Services provided under the applicable booking or project shall be limited to the total amount paid by Client for those specific Services. Company shall not be liable for any indirect, incidental, consequential, or special damages including loss of business, loss of listing opportunity, or marketing delays.

18. Indemnification

Client agrees to indemnify, defend and hold harmless Company and its owners, employees, contractors, and representatives from and against any claims, liabilities, damages, losses, costs, or expenses including reasonable attorneys' fees, arising out of or related to materials, information, instructions, property conditions, or content supplied by the Client, or the Client's use or misuse of the Media or Services.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of or related to this Agreement shall lie exclusively in Harris County, Texas.

20. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. Entire Agreement

This Agreement, together with any applicable service selections, invoices, and written communications between the parties, constitutes the complete understanding regarding the Services provided by the Company.

22. Acceptance of Terms

By booking, purchasing, scheduling or otherwise accepting Services from the Company, the Client acknowledges that they have read, understood, and agreed to be bound by the terms of this Agreement.

Last updated May 16, 2026