

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 agent or broker (“Client”). This Agreement governs the relationship between Company and Client and may only be modified in writing signed by both parties.

1. Services and Deliverables

Services and deliverables may include photography, aerial photography, videography, aerial videography, agent branding content, social media content, floor plans, 3D tours, marketing materials, property websites, and other Services or deliverables selected by Client. All photographic or audiovisual content created by Company is collectively referred to as the “Media.”

2. Client Authority and Property Authorization

Client represents that Client has the authority to authorize Company to enter the property and perform the requested Services, including photographing, recording, and capturing images at the property. Client is responsible for obtaining any permissions or consents required from the property owner, occupants, homeowners’ association, property management, or other applicable parties before the scheduled appointment.

3. Standard 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 Client and confirmed by Company in writing.

4. Revisions and Corrections

Client must review delivered Media promptly and notify Company of any requested corrections within five (5) business days of delivery. Company will correct errors attributable to Company at no additional cost when reasonably possible. Client-requested changes that are not the result of Company error, including additional editing, alteration, or changes in creative preference, may be subject to additional fees. Company is not obligated to provide revisions that would materially alter the scope of the Services originally purchased.

5. AI-Enhanced and Digitally Altered Media

Company may use artificial intelligence, digital editing, or other image-processing tools in the creation, enhancement, or modification of certain Media, including virtual staging, object removal, image enhancement, sky replacement, or other alterations. Client is responsible for reviewing all Media prior to publication and for determining and complying with any disclosure, labeling, MLS, platform, advertising, or legal requirements applicable to the use of AI-enhanced or digitally altered Media. Company is not responsible for Client's failure to make any required disclosure or for restrictions imposed by third-party platforms.

6. Drone Operations, Weather, and FAA Compliance

Aerial photography and videography are subject to weather conditions, applicable FAA regulations, temporary flight restrictions, airspace and location restrictions, and safe operating conditions as determined solely by Company. All drone operations will be conducted in accordance with applicable FAA regulations. Company reserves the right to reschedule drone operations, modify the scope of aerial Services, or substitute alternate Media when conditions prevent safe or lawful drone operations.

7. Rights and Licensing

7.1 Ownership

All Media and other deliverables created by Company in connection with the Services, including all associated copyrights and other applicable intellectual property rights, remain the sole property of Company. Client receives only the limited rights to use the Media and deliverables expressly granted under this Agreement. No ownership or copyright is transferred to Client.

7.2 Property-Specific Media

Media created for a specific property is licensed solely for Client's marketing of the listing for which the Services were purchased. The license terminates when the applicable listing expires, is withdrawn or canceled, or Client's representation of the property otherwise ends. Any subsequent listing of the property requires a new license from Company. Property-Specific Media may not be transferred, sold, sublicensed, shared, or provided for independent use by builders, stagers, designers, short-term rental operators, other agents, brokerages, property owners, or other third parties without Company's prior written permission.

7.3 Agent-Branding Media

Media created specifically for Client's personal or professional branding, including agent-branded videos, headshots, social media content, and similar materials, is licensed to Client for ongoing use in Client's own marketing, advertising, social media, website, and promotional activities and is not limited to a specific property or listing. Such Media may be

used by Client across multiple listings and marketing campaigns but may not be sold, transferred, sublicensed, or provided for independent use by another person or business without Company's prior written permission.

8. MLS, Listing Platform, and Social Media Usage

Client may upload or submit Media to MLS systems, real estate listing platforms, social media platforms and other third-party services for the purpose of marketing the applicable listing and may grant such platforms the licenses reasonably required by their terms of service for that purpose. Any license granted to a third-party platform does not transfer ownership of the Media or expand Client's rights to use or reuse the Media. Client may not download, retrieve, copy, or otherwise reuse Media retained, archived, or displayed by an MLS or any other third-party platform for a subsequent listing or other purpose after Client's license has terminated without Company's prior written authorization. Client is responsible for complying with applicable MLS, brokerage, platform, advertising, and disclosure requirements in connection with Client's use of the Media.

9. Portfolio and Promotional Use

Company retains the right to use all Media and other deliverables created under this Agreement for portfolio display, website content, social media, marketing, advertising, educational use, and business promotion unless otherwise agreed by Company in writing before the applicable Services are performed.

10. Delivery

Media or other deliverables will be delivered or made available in the standard formats or methods selected by Company. Client must notify Company of any technical delivery issues, including inaccessible files, corrupted downloads, or broken delivery links, 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. Company will notify Client of anticipated timeline and any delays.

11. Media Retention and Archiving

Company will make delivered Media available for a minimum of ninety (90) days following delivery. This retention period applies to delivered Media files and does not guarantee continued hosting of property websites, 3D tours, or other third-party hosted Services, which are governed by Section 12. After ninety (90) days, Company does not guarantee continued storage or availability of delivered Media, source files, or project files and may permanently delete such files. Client is responsible for downloading and maintaining copies of any delivered Media Client for use. Notwithstanding the foregoing, Company may preserve

Media and related records for a longer period when reasonably necessary and in connection with a pending dispute, claim, chargeback, or legal obligation.

12. Third-Party Services and Hosting

Certain Services and deliverables may rely on third-party platforms or providers, including property websites, 3D tours, floor plans, Media delivery, hosting, and other digital services. Such Services are subject to third-party availability, functionality, terms, and technical limitations outside of Company's control. Company is not responsible for interruptions, outages, changes, removal, or discontinuation of third-party services. Hosting periods, where applicable, will be based on the Services purchased and the availability of the applicable third-party platform. Continued hosting may be subject to additional fees.

13. Property Readiness

Client agrees the property will be photo-ready upon Company's arrival. "Photo-ready" means the property is clean and reasonably decluttered with personal belongings, toiletries, pet items, trash, cleaning supplies, and other items that Client does not wish to appear in the Media removed or stored; beds made; primary countertops and surfaces cleared; and furniture and decor arranged as desired for the Media. Company does not provide cleaning, decluttering, staging, landscaping, repairs, or other property preparation. As a courtesy, Company may make minor adjustments, such as temporarily moving a trashcan, pet bowl, or other small non-personal item, but will not handle or relocate personal belongings, including, but not limited to, toiletries, clothing, medication, or personal care products. If the property is not photo-ready upon arrival, Company will attempt to contact Client and will wait up to 15 minutes for a response solely to determine whether the property should be captured as presented or the appointment should be rescheduled. This 15-minute period is not provided for cleaning, decluttering, staging, or other property preparation. If Client cannot be reached within 15 minutes, Company may capture the property as presented or reschedule the appointment at its discretion. A return-trip fee of up to \$100.00 may apply.

14. Privacy at the Property

Client is responsible for removing or concealing personal, confidential, sensitive, or identifying information that Client or the property owner does not want captured in the Media. Company is not responsible for personal or confidential information visible at the property and captured in the ordinary course of providing Services.

15. 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, Company will contact

Client and will wait up to 15 minutes for a response. If Company cannot reach Client and gain access to the property within 15 minutes, Company may leave the property, and the appointment may be rescheduled. A return-trip fee of up to \$100 may apply.

16. 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. If Services cannot be completed and a subsequent visit is required, Client may be responsible for the applicable return-trip fee of up to \$100.00. If unsafe or unsuitable conditions prevent Company from performing the Services, Company may terminate the appointment and assess a fee of up to \$75.00 for time and resources incurred.

17. Cancellation and Rescheduling

Cancellation requests made within twenty-four (24) hours of the scheduled appointment may be subject to a cancellation fee of up to \$75.00. Rescheduling requests made within twenty-four (24) hours of the scheduled appointment may be subject to a rescheduling fee of up to \$50.00 and are subject to Company's availability. No rescheduling fee will be charged when Services must be rescheduled due to weather conditions or circumstances preventing lawful drone operations.

18. Force Majeure

Company will not be liable for any delay, cancellation, or inability to perform Services resulting from circumstances beyond Company's reasonable control, including severe weather, natural disasters, acts of God, government orders or restrictions, utility outages, road closures, emergencies, or similar events. No cancellation or rescheduling fee will be charged when Services cannot reasonably be performed due to circumstances. Affected Services may be rescheduled subject to Company's availability.

19. Payment Terms

Payment is due in full prior to delivery of any Media or deliverables unless other terms have been agreed to in writing. Company will not provide access to, release, or deliver any Media, property websites, floor plans, 3D tours, marketing materials, or any other deliverables until the account balance is paid in full, unless otherwise agreed to in writing (such as for pre-paid volume agreements, retainers, or other approved arrangements).

A valid credit or debit card must be maintained on file through Company's third-party payment processor for all bookings unless an alternative payment arrangement has been approved by Company in writing. Company reserves the right to charge the payment method on file for amounts due under this Agreement, including unpaid balances, Client-approved add-on or upgrade Services, and any applicable rescheduling, return-trip, cancellation, or other fees authorized by this Agreement.

20. Refunds

Except as otherwise provided in this Agreement, payments for Services that have been performed are non-refundable. If Company is unable to perform Services for reasons within Company's control, Company may, as appropriate, reschedule the Services, provide a replacement or correction, issue a credit, or refund the amount paid for the affected Services. Fees properly assessed under this Agreement, including applicable cancellation, rescheduling, and return-trip fees, are non-refundable.

21. Travel and Service Area

Services performed outside Company's standard service area will be subject to additional travel fees. Any applicable travel fee will be disclosed to Client before the appointment is confirmed. Travel fees associated with the original appointment are separate from any return-trip fee that may apply under this Agreement.

22. 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.

23. Independent Contractor

Company is an independent contractor and is not an employee, partner, or agent of Client.

24. 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.

25. 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 Client's acts, omissions, breach of this Agreement, or use of the Media or Services, including without limitation: (a) materials, information, instructions, or content supplied by Client; (b) property conditions or Client's failure to obtain required permissions, authorizations, or consents; (c) Client's failure to comply with applicable MLS, platform, advertising, disclosure, or legal requirements; or (d) Client's use or misuse, publication, distribution, unauthorized transfer, or reuse of the Media or Services.

26. 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.

27. Severability

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

28. 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.

29. Acceptance of Terms

By completing an online booking, providing written or electronic acknowledgement of this Agreement, or otherwise authorizing Company to provide Services after being provided access to this Agreement, Client agrees to be bound by its terms. Electronic acceptance of this Agreement shall have the same force and effect as a written signature.

Last updated August 31, 2026