



GOOGLE BUSINESS PHOTOS
PHOTOGRAPHY SERVICES AGREEMENT

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BUSINESS / COMPANY NAME:

Business Address:

Email:

Phone:

Appointment Date:

Appointment Time:

Service Fee:

I have read and understand this agreement, including the Terms and Conditions below, and agree to be bound by them.

I have full power and authority to sign this agreement on behalf of the parties above.

Photographer

Business

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Terms and Conditions

1. Google Trusted Photographer. Photographer represents and warrants that Photographer is a member in good standing of the Google Trusted Photographers Program (at <http://maps.google.com/help/maps/businessphotos/>).
2. Google Business Photos Program. Photographer is an independent contractor and is not a Google employee or agent, but is authorized under the Google Trusted Photographers Program to provide photographic services to local businesses that desire to participate in Google's Business Photos Program. Business acknowledges and agrees that, subject to Clause 5(a) and Google's use of the photographs in accordance with Google's standard online terms of service, Business will have no rights or remedies against Google in accordance with this Agreement.
3. Service Fee Payment. The Service Fee balance will be paid after the photographs have been taken in accordance with Clause 4(a) below.
4. Services and Ownership of Photographs. In exchange for payment of the Service Fee in full:
 - a. Photographer will take photographs of those portions of the interior of the Business premises designated by the Business as acceptable for photographing;
 - b. Photographer will use commercially reasonable efforts to ensure that the photographs meet the Google Business Photos Program's technical specifications;
 - c. Photographer assigns all ownership rights in the photographs (including intellectual property rights) to Business;
 - d. Photographer hereby agrees not to assert at any time, and otherwise waives, any "moral rights" that Photographer may have in the photographs and, to the extent permitted by law, Photographer hereby assigns to Business all moral rights therein; and
 - e. Photographer will upload the photographs to Google for processing within 3 business days of taking the photographs of the Business.
5. Terms Governing the Uploading, Processing, and Use of Photographs.
 - a. Google Terms of Service. Business agrees that the uploading, processing, and use of the photographs will be governed by Google's standard online terms of service for such photographs as set forth at <http://www.google.com/accounts/TOS> (along with relevant Additional Terms, as set forth at <http://maps.google.com/help/maps/businessphotos/>) or such other URL/ Additional Terms as Google may designate from time to time.
 - b. Authorization to Upload Photographs to Google. Business hereby authorizes Photographer to upload the photographs to Google and agree to the Google Terms of Service in accordance with Section 5(a) above, on Business' behalf.

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6. Limited License to Photographer. Business grants Photographer a nonexclusive license to use a reasonable number of images created under this agreement as “samples” or “portfolio copies” for Photographer to archive examples of Photographer’s work and to advertise or market Photographer’s professional services.
7. Time and Date of Services. Upon signature, Photographer will reserve the time and date agreed upon to provide the photographic services. All Service Fees are non-refundable except as described in Section 8 below, or unless Photographer agrees in its sole discretion to permit a rescheduling of the services.
8. Refunds. Photographer will refund all Service Fees to the Business (but will have no further liability with respect to the agreement) if Google rejects the photographs for failure to meet the Google Business Photos technical specifications and Photographer does not correct the failure after re-photographing the Business at a mutually-agreed upon time.
9. Insurance. Photographer will carry comprehensive general liability insurance coverage for Photographer’s activities on the Business’ premises.
10. Confidentiality. Business acknowledges and agrees that this agreement is confidential information. Business will not disclose or make this agreement available to any third party except (a) Google; (b) as specifically authorized by Photographer in writing; or (c) when compelled to do so by law if Business provides reasonable prior notice to Photographer.
11. No Warranties. IN CONNECTION WITH THIS AGREEMENT, PHOTOGRAPHER MAKES NO REPRESENTATIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PHOTOGRAPHIC SERVICES OR THE PHOTOGRAPHS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHOTOGRAPHER MAKES NO REPRESENTATION OR WARRANTY THAT THE PHOTOGRAPHS WILL ULTIMATELY BE DISPLAYED BY GOOGLE.
12. Limitations on Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (B) NEITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SERVICE FEE.
13. Modifications. Any modification of this agreement must be in writing and signed by both parties.
14. Entire Agreement. This agreement incorporates the entire understanding of the parties relating to its subject and supersedes any prior or contemporaneous agreements on that subject.