Gibbons Lens and Light — Booking Agreement

Oct 3, 2026 · @Keith Gibbons

Working draft with suggested policy values, to amend as needed. Bracketed items still need your information. Have a Florida attorney review this before clients sign it.

1. Parties and services

This agreement is between [LEGAL OWNER: Rodney Keith Gibbons, or Gibbons Lens and Light LLC] d/b/a Gibbons Lens and Light, Florida registration no. [FICTITIOUS NAME OR LLC DOCUMENT NUMBER] ("Photographer") and the agent, brokerage, homeowner, short-term rental host, property manager or business booking the shoot ("Client").

Photographer will provide the services in the package and add-ons Client selects at booking, for the property address given at booking (the "Property"). Packages:

- **Sell:** listing photography and marketing for properties for sale (Listing Essentials, Listing Launch, Listing Signature, Land and Lot, and quoted commercial listings)
- **Stay Booked:** photography for short-term rentals, including rental-focused styling (Stay Booked, Seasonal Refresh, property manager rates)
- **Showcase:** destination and architectural photography for Florida destinations, hotels, venues, builders, designers and architects, including construction progress programs, scoped and priced in a written project quote

Package contents, image counts, and prices are as listed on the booking page at the time of booking, or in the project quote for Showcase work.

2. Booking, payment, rescheduling and cancellation

- **Booking:** A shoot is confirmed when Client completes online booking and accepts this agreement. Shoots should be booked at least 48 hours in advance; shorter notice is subject to availability.
- **Payment:** For Sell and Stay Booked, Photographer sends an invoice when media is delivered, payable by card through the secure payment system. No payment is taken at booking. If aerials are delivered after the ground media, Photographer invoices the

ground media on delivery and the aerials when they are delivered. Showcase projects require a 50% deposit to reserve the date, non-refundable within 7 days of the shoot, with the balance due on delivery. Images are released once payment is received.

- **Rescheduling:** Client may reschedule free of charge with at least 24 hours' notice.
- **Late cancellation:** Cancellations with less than 24 hours' notice are charged a $75 fee. Showcase cancellations follow the deposit terms above.
- **No access on arrival:** If Photographer cannot get into the Property at the scheduled time, Photographer will wait 15 minutes. After that, the shoot counts as a late cancellation.
- **Travel:** Photographer's base is Nocatee, St. Johns County. No travel fee applies within 25 miles. Shoots 25 to 50 miles away carry a travel fee of $25 to $50. Shoots beyond 50 miles are quoted before booking is confirmed.

3. Client responsibilities

- **Authority and access:** Client confirms they have the owner's or occupant's permission for the shoot, including aerial photography, video and 3D scanning, and for publishing the images, and will arrange access (lockbox code, owner present, or agent present). Client will tell Photographer at booking if the Property is in an HOA, gated or other community with rules about photography or drones. Client does not need to attend the shoot.
- **Preparation:** Client will have the Property clean, decluttered, lights working inside and out (including exterior fixtures for twilight shoots), and vehicles out of the driveway, following the prep checklist sent at booking. Photographer is not responsible for how unprepared areas appear in the images.
- **Personal items and privacy:** Client or the owner will put away family photos, mail, documents, prescriptions, and valuables before the shoot. Photographer is not responsible for personal items left in view or left unsecured.
- **Special requests:** Client may note specific shots or features at booking or on site. Photographer will accommodate reasonable requests within the package's scope and time.
- **Pets:** Pets must be out of the Property or secured in one area during the shoot. Client or the owner is responsible for the safety and behavior of all animals on the Property, and for any injury or damage they cause.

- **Weather:** Interiors proceed in most weather. If rain or wind makes exteriors or drone flights unsuitable, Photographer will reschedule those images at no charge and deliver the interior images on schedule.

4. Delivery

Edited images are delivered by download link within 48 hours after the shoot (aerials within 48 hours after the flight; see Section 7), sized for MLS and web use, together with the listing website or property page included in the package. Image counts follow the package selected: Listing Essentials up to 25, Listing Launch up to 40, Listing Signature up to 60, Stay Booked up to 35; Showcase as stated in the project quote. Next-day rush delivery is available for $75, with photos delivered within 24 hours of the shoot. Rush delivery applies to ground media; aerial timing depends on airspace clearance. Photographer selects and edits the final images. Unedited (RAW) files are not included. Revision requests made within 7 days of delivery are handled at no charge for reasonable edits; changes to the property itself, such as object removal or virtual staging, are quoted separately.

5. Copyright and license

Photographer owns the copyright to all images and keeps it after delivery and payment.

- **License granted:** Once paid, Client receives a non-exclusive, non-transferable license to use the images to market the Property for the current listing or rental, on the MLS, Client's website, social media, print materials, and listing syndication sites.
- **Not included:** The license does not extend to other agents or brokerages, future listings of the Property, builders, developers, stagers, designers, architects, or any resale or sublicensing of the images. These parties must license the images directly from Photographer. Showcase projects are licensed for the uses, term and territory stated in the project quote.
- **Short-term rentals:** For Stay Booked shoots, the license covers the host's marketing of that rental on booking platforms and the host's own channels, for as long as the host operates the rental.
- **Photographer's use:** Photographer may use the images in Photographer's portfolio, website, social media, and marketing. Photographer will not publish the street address without Client's permission.

- **Credit:** Client is asked, but not required, to credit Gibbons Lens and Light where the platform allows.
- **Unauthorized use:** Use outside this license requires a separate license fee of $50 per image, or as quoted for a full set. A new listing agent may license a full listing set for 50% of the original package price.

6. Styling, props and image editing

- **Light styling:** Photographer may bring and place small props (flowers, towels, accessories) and spend a short time making rooms camera-ready. All props leave with Photographer.
- **No heavy lifting:** Photographer will not move heavy furniture or valuables. Client or the owner handles any rearranging before the shoot.
- **Accurate representation:** Editing covers exposure, color, and minor cleanup. Photographer will not remove permanent features or hide defects. Client is responsible for complying with MLS rules on altered images. Pre-storm property records and lot-line markings are visual references only: a property record shows the property's appearance on a given date and is not an inspection or assessment of condition, and marked lot lines are approximate and are not a survey.
- **True twilight:** True twilight shoots are scheduled to end at sunset, so start times depend on the date. Included with Listing Signature and with Showcase projects that call for it; available with other packages for $149.
- **Virtual twilight:** Virtual twilight images are digitally edited from daytime photos. Client agrees to label them as virtual twilight where MLS rules or fairness to buyers require it.

7. Aerial, 3D tour and video services

- **Pilot and insurance:** All drone flights are conducted by an FAA-certified Part 107 remote pilot, in compliance with FAA regulations, and are covered by Photographer's aviation liability insurance.
- **Location check:** Photographer checks airspace, temporary flight restrictions and known local rules for every location before confirming aerial work, and requests FAA authorization where the location requires it. Most locations are cleared through automated FAA approval within minutes. Where a location requires FAA authorization beyond automated approval, aerials are scheduled after authorization is granted,

which may take several days to several weeks, and may be flown on a separate visit at no extra charge within 25 miles of Photographer's base. Photographer will tell Client the expected timing at confirmation.

- **When flights can't happen:** Flights depend on airspace, FAA authorization, weather, wind, property and HOA rules, and the safety of people and property on site. Some locations, including areas near airports, military installations and permanent restricted zones, cannot be flown. If aerial work can't be completed safely or legally, Photographer will offer a rescheduled flight, a substitute service, or a refund of the aerial portion of the order.
- **Photographer's decision:** Photographer makes the final decision on whether a flight is safe and permitted, and may decline, limit, shorten or end any flight. Photographer will not fly over people or crowds except as FAA rules allow.
- **Ground media first:** If only the aerial portion is affected by weather, Photographer delivers the ground images on schedule and reschedules the aerials. The same applies when aerials are waiting on FAA authorization. Aerial media is delivered within 48 hours after the flight.
- **3D tours:** 3D tours are captured on site with a 360 camera and published through Zillow 3D Home or Matterport. Zillow 3D tours are hosted by Zillow at no charge for as long as Zillow displays them. Matterport 3D tours stay live for 6 months from delivery; extended hosting is available for $20 per month. Measurements shown in tours and floor plans are approximate and are not a survey. Photographer is an independent photographer and is not a Matterport partner, certified provider or affiliate. When a Showcase project requires survey-level 3D capture, the equipment or service used is stated in the project quote.
- **Video:** Walkthrough reels and cinematic videos are edited by Photographer and delivered as finished files licensed under Section 5. Music is licensed for the delivered video only.

8. Liability and general terms

- **Limit of liability:** Photographer's total liability under this agreement is limited to the amount Client paid for the shoot.
- **Equipment failure or emergencies:** If Photographer cannot complete a shoot because of illness, emergency, or equipment failure, Photographer will reschedule or refund amounts paid. No further liability applies.

- **Property damage:** Photographer carries general liability insurance and aviation liability insurance for drone operations, provides a certificate of insurance on request, and will take reasonable care on the Property.
- **Governing law:** This agreement is governed by the laws of the State of Florida, and any dispute will be resolved in the courts of Duval County, Florida.
- **Entire agreement:** This agreement, together with the package details at booking (or the project quote for Showcase work) and the website Terms of Use, is the full agreement between the parties. If they conflict, this agreement controls. Subcontractors: Photographer may use qualified subcontractors or service providers for parts of the work, such as photo editing, floor plans or specialty 3D scanning, and remains responsible for their work. Photographer will tell Client in advance if anyone other than Photographer will visit the Property, and will share access details only with that person. All media delivered is licensed to Client by Photographer under Section 5, regardless of who captured or edited it.

Acceptance: By checking the box at booking, Client agrees to these terms.

Open items to decide

- [ ] Legal owner and Florida registration number (fictitious name or LLC document number)
- [ ] Confirm your Matterport plan covers 6 months of hosting per tour at a profit
- [ ] Review the suggested values: 48-hour lead time, $75 late fee, 48-hour delivery, $75 next-day rush, $149 twilight, $50 per-image license, 50% Showcase deposit
- [ ] Attorney review