

**GOOGLE BUSINESS PHOTOS
PHOTOGRAPHY SERVICES AGREEMENT**

PHOTOGRAPHY SERVICE PROVIDER: _____

Address: _____

Email: _____

Phone: _____

BUSINESS NAME: _____

Business Address: _____

Email: _____

Phone: _____

Appointment Date: _____ Appointment Time: _____

Service Provider and Business may mutually agree to take Photographs at multiple locations or branches of the Business. If this agreement covers multiple locations, the locations should be listed in Attachment A. If certain locations are owned by franchisees, each applicable franchisee must enter into a separate agreement with Service Provider.

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 listed above.

Service Provider	Business
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Terms and Conditions

1. Background. This Agreement is between the Photography Service Provider (the “**Service Provider**”) and the business whose premises are being photographed for the Google Business Photos Program (the “**Business**”).
2. Google Business Photos Program. Service Provider is an independent contractor and neither the Service Provider nor any of its personnel are a Google employee or agent, but Service Provider is authorized under the Google Business Photos Program to provide photography services to local businesses that desire to participate in Google’s Business Photos Program.
3. Service Fee Payment. Service Provider and Business will agree on an amount for the Google Business Photos and related services (“**Service Fee**”), and the Business will pay the Service Fee after Service Provider takes the Photographs (as defined in Section 4 below).
4. Services and Ownership of Photographs. In exchange for the Service Fee:
 - (a) Service Provider will take photographs of those portions of the exterior and interior of the Business premises designated by the Business as acceptable for photographing in connection with the Business Photos Program (the “**Photographs**”);
 - (b) Service Provider will use commercially reasonable efforts to ensure that the Photographs meet the Google Business Photos Program’s technical specifications;
 - (c) Service Provider hereby assigns (or will procure the assignment of) all ownership rights in the Photographs (including intellectual property rights) to Business;
 - (d) To the extent permitted by law, Service Provider will obtain:
 - (i) waivers from all of Service Provider’s personnel in respect of any “moral rights” that such personnel may have in the Photographs, including any right of attribution; and
 - (ii) assignments by Service Provider’s personnel to the Business of all moral rights in the Photographs.
 - (e) Service Provider will upload the Photographs to Google for processing and use in accordance with Section 5 below.
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 www.google.com/intl/en/policies/terms (along with relevant Additional Terms, as set forth at maps.google.co.nz/help/maps/businessphotos) or such other URL/Additional Terms as Google may designate from time to time (collectively, the “**Google Terms of Service**”).
 - (b) Authorization to Upload Photographs to Google for Google’s Use. Business hereby authorizes Service Provider to upload the Photographs to Google on Business’ behalf

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and licenses the Photographs for Google's use in accordance with the Google Terms of Service.

6. Limited License to Service Provider. Business grants Service Provider a nonexclusive license to use a reasonable number of images created under this Agreement as "samples" or "portfolio copies" for Service Provider to archive examples of Service Provider's work and to advertise or market Service Provider's professional services.
7. Time and Date of Services. Upon signature, Service Provider 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 Service Provider agrees in its sole discretion to permit a rescheduling of the services.
8. Refunds. Service Provider will refund all pre-paid 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 Service Provider does not correct the failure after re-photographing the Business at a mutually-agreed upon time.
9. Insurance. Service Provider will carry comprehensive general liability insurance coverage for Service Provider's activities on the Business' premises.
10. Confidentiality. 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 Service Provider in writing; or (c) when compelled to do so by law if Business provides reasonable prior notice to Service Provider.
11. No Warranties. IN CONNECTION WITH THIS AGREEMENT, SERVICE PROVIDER 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. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE PHOTOGRAPHS WILL ULTIMATELY BE DISPLAYED BY GOOGLE.
12. Limitations on Liability.
 - (A) EXCEPT FOR BREACHES OF CONFIDENTIALITY, (I) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (II) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SERVICE FEE.
 - (B) GOOGLE'S USE OF THE PHOTOGRAPHS IS GOVERNED SOLELY BY THE GOOGLE TERMS OF SERVICE IN ACCORDANCE WITH SECTION 5 ABOVE. IN NO EVENT WILL GOOGLE BE LIABLE TO EITHER BUSINESS OR SERVICE PROVIDER (UNDER ANY THEORY OR CIRCUMSTANCE) FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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13. Modifications. Any modification of this Agreement must be (a) pre-approved by Google in writing, and (b) reflected in a written agreement that is signed by both Service Provider and the Business.

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.

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Attachment A

If this agreement covers multiple locations, please list out all locations below. Franchisee locations should not be included. Each applicable franchisee must enter into a separate agreement with Service Provider.