



**CHOICE HOTELS – RTV  
PROFESSIONAL PHOTOGRAPHY SERVICES AGREEMENT**

RTV, Inc. is proud to serve Choice Hotels International (CHI) as a qualified vendor providing photography and virtual tour services to the owners and operators of Choice brand hotels in the U.S.A. and to management companies operating one or more Choice Hotel franchisees.

**PROFESSIONAL PHOTOGRAPHY SERVICES AGREEMENT**

This **PROFESSIONAL PHOTOGRAPHY SERVICES AGREEMENT** dated \_\_\_\_\_, 20\_\_\_\_ is entered by and between \_\_\_\_\_, with its principal place of business as listed in the client information table below, hereafter referred to as “Client”, and RTV, Inc., a Michigan corporation, hereafter referred to as “RTV”, with its principal place of business at 160 E. State Street, Suite 104, Traverse City, Michigan 49684.

Client Information	
Client (Business Name)	
Property ID Number:	
Property Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Target Date/Timeframe for Photography Session:	

**Recitals**

**WHEREAS**, RTV is engaged in the business of professional photography and virtual tour services ‘Services’; and

**WHEREAS**, Client desires to utilize the Services of RTV in exchange for compensation as set forth in Exhibit A and in accordance with the terms of this agreement; and

**WHEREAS**, RTV desires to enter into this agreement with respect to services set forth in Exhibit A and in accordance with the terms of this agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. Engagement of Services

**RTV agrees to render to Client as follows:**

- (a) Provide to Client a pre-photography shoot check-list prior to the scheduled shoot in order to assist Client with necessary preparations to be completed prior to the arrival of the RTV



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photographer.

- (b) Provide the agreed Services on the scheduled date, time and location as agreed and arranged with Client.
- (c) RTV agrees to provide Client with digital photography for both high resolution (print) and low resolution (online) that meets CHI online photography quality standards, specifications, quantities and composition requirements as outlined in CHI's Online Brand Photography Specifications dated December 2008.
- (d) RTV agrees to electronically deliver digital photography to Client within 5-10 business days of on-site service completion.

**Client agrees to the terms as follows:**

- (e) Client agrees to have property preparations in accordance with RTV recommendations and CHI requirements completed at least 2 hours prior to the photographic session and provide an onsite representative for the entire duration of said scheduled session.
- (f) Client agrees that RTV photographers are not responsible for preparation or staging of properties prior to or during the scheduled photographic session. Client agrees that staging and preparation of property site is the sole responsibility of the Client. Client understands that properties will be photographed 'as-is' regardless of compliance with RTV recommendations or CHI requirements. Client agrees that in the event that resultant photographs are not in compliance with CHI requirements due to lack of preparation by client that no refund will be due client.
- (g) Client may cancel 48 hours prior to scheduled appointment, or 1 business day in the event of a holiday or weekend session, by notifying RTV or its photographer with no charge. If no notification is provided or the photographer arrives at scheduled appointment and is prevented from completing the job due to Client's representative not being present or the property in not ready for the shoot, client agrees to pay a cancellation fee of \$150.

**2. Inclement Weather Policy**

If inclement weather prevents the scheduled shoot, RTV agrees to reschedule the photographic session with the Client without cancellation fees.

**3. Ownership of Photographic Images**

All photographic copyrights related to this agreement shall belong to the Client and shall, to the fullest legal extent possible, be considered works made for hire by RTV for Client. Client agrees that both the photographer and RTV may retain copies of photography. Client also specifically grants RTV and photographer copyright permission for virtual tour hosting and website promotional purposes. RTV understands that copyright permission does not convey permission to use photography in print publications. RTV and or photographer may seek written permission from Client to use images in print publications by submitting a written request to Client.



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4. Payment of Services

All photography services are to be secured with a 50% deposit to be paid with the initial order and balance paid in full upon final scheduling of photography session. Payment to be made via credit card by telephone at (866) 947-8687 ext. 415, online via credit card or by check payment to the following payment address:

RTV, INC.  
Accounts Payable---Choice Hotels  
160 E. State Street, Suite 104  
Traverse City, MI 49684

5. Liability

Client agrees to indemnify and hold RTV and its Photographer subcontractors harmless with respect to any claims, loss, lawsuit, liability, or judgment suffered by Client which results from the use of any material prepared by RTV or its Photographer subcontractors in the execution of this services agreement.

6. Independent Contractor

RTV is an independent contractor of Client. Nothing contained herein or any document executed in connection herewith, shall be construed to have created an employer-employee partnership or joint venture between Client and RTV.

**The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety, and duly bind their respective principals by their signatures below.**

**Client**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**RTV, Inc.**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**FAX COMPLETED CONTRACT TO 231-947-4248**



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**EXHIBIT A  
RTV PHOTOGRAPHY SERVICES**

Package Option A	Package Option B	Mass Distribution Upgrade
<p>Professional Photography Package (See Features On Page 5)</p>	<p>Photography and Virtual Tour Package (See Features On Page 5)</p>	<p>Mass distribution of visual content to over 30,000 travel and affiliate websites**</p>
<ol style="list-style-type: none"> <li>1. (30) Still Images</li> <li>2. Web-Ready Images</li> <li>3. Print-Ready Images (CD)</li> <li>4. Electronic Delivery</li> <li>5. All Travel Expenses*</li> </ol>	<ol style="list-style-type: none"> <li>1. (6) Scene Virtual Tour</li> <li>2. (30) Still Images</li> <li>3. Web-Ready Images</li> <li>4. Print-Ready Images (CD)</li> <li>5. Social Network Utility</li> <li>6. Instant HitStats Reports</li> <li>7. Virtual Tour SEO</li> <li>8. One Year FREE Hosting (\$99 Yearly Auto -Renewal)</li> <li>9. Electronic Delivery</li> <li>10. All Travel Expenses*</li> </ol>	<div data-bbox="987 747 1450 1010" style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;"> </div> <p>(See Websites On Page 5)</p> <p>**Additional fees required for Travelocity and their affiliates.</p>
<p><b>\$449</b></p>	<p><b>\$549</b> \$99 Yearly Auto-Renew</p>	<p><b>\$299 per Year</b> \$299 Yearly Auto-Renew</p>

\*CHI recommends that hotels provide one-night complimentary or discounted lodging for photographers.

**Select Package Type:**     Option A     Option B

Add Mass Distribution to over 30,000 travel sites:     Yes     No

**Hotel will:**

\_\_\_ provide one night/one room complimentary lodging for photographers.

\_\_\_ provide one night/one room lodging at the rate of \$\_\_\_\_\_ for one night stay for photographers.

\_\_\_ not provide complimentary or discounted lodging for photographers.

**Both Package Options Include Electronic Delivery of Print and Web Ready Images:**

RTV will automatically forward all still images to Choice Hotels for distribution. Clients will receive a CD in the mail with high resolution images for use in print media.



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**Virtual Tour Package Includes:**

**Electronic Link Delivery:**

All virtual tours links and/or remote hosting instructions will be sent electronically to the Client for attachment to their local website.

**Weekly Virtual Tour Traffic Reports (HitStats):**

Our traffic reporting system will show you from which websites views and leads are coming and which scenes and rooms are being viewed the most.

**Virtual Tour Search Engine Optimized (SEO):**

Your hotel virtual tour will gain rank in the search engines naturally overtime; even faster once you publish it to your site.

**Social Network Utility:**

With a click of the mouse, viewers can add your virtual tour to their social networks such as Digg, Delicious, Furl, Facebook, FriendFeed, MySpace, BackFlip, LinkedIn, Reddit, Twitter, StumbleUpon, Technorati, Mixx and Bebo.

**Mass Distribution Package Includes:**

**Distribution to over 30,000 travel websites:**

Increase your sales with mass distribution of rich visual content to 10's of 1,000s of leading travel websites and millions of consumers in multiple languages around the globe.



**\*Additional fees required for Travelocity and their affiliates.**

Case studies and research show that hoteliers who distribute their rich content to 3rdparty travel sites see increased traffic to their site by 6.5-13%, and that same content on their site increases the look to book conversions by up to 8%!

**Performance Reports:**

When you upgrade to your Mass Distribution Package, you will have access to 11 different performance reports. You will always know what is clicked, when it's clicked and how often it is clicked.