



Real Estate Photography Contract

2024

Prepared for:

[Client.Company]

Prepared by:

ME VALIN LLC

Real Estate Photography Contract

1. THE PARTIES.

This Photography Contract ("Contract") is made effective as of [MONTH DAY, YEAR] ("Effective Date"), by and between ME VALIN LLC an individual(a) Virginia Limited Liability Company (the "Photographer") and [CUSTOMER NAME HERE], an individual(n) (the "Hiring Party").

2. EVENT AND SERVICES.

(1) The Hiring Party wishes to engage the Photographer as an independent contractor for the Hiring Party for the purpose of taking photographs (the "Images") at the Hiring Party's event on: (a) On [MONTH DAY, YEAR]; (b) Time [TIME]; (c) At [CUSTOMER ADDRESS, CITY, STATE, ZIP]; (d) As type of event: Real Estate Photography.

(2) Hereinafter known as (the "Event")

(3) The Photographer wishes to take the Photographs and provide the Services (as defined below) at the Event in accordance with this agreement.

(4) The parties therefore agree as follows: [DESCRIBE ALL SERVICES HERE].

(5) Hereinafter known as (the "Services"). The Services are to be provided at the Event in a professional manner in accordance with the industry standards.

3. PARTIES' OBLIGATIONS.

(1) Photographer's Obligations. The Photographer shall:

- (a) provide the Hiring Party with a lookbook or samples of the final proofs withing 2 day(s).
- (b) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
- (c) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order. The Photographer may delegate incidental responsibilities to the Photographer's staff, but primary responsibility for fulfilling the Services remains with the Photographer;
- (d) provide all equipment and supplies required to perform the Services;
- (e) agrees to take photographs as per the Hiring Party's stated requests, allowing for artistic expression;
- (f) agrees to use high technical quality to meet the Hiring Party's needs, for web or print;
- (g) use digital photography and color management consultancy knowledge to create photographs for the Hiring Party;

(2) Hiring Party's Obligations. The Hiring Party shall:

- (a) make timely payments of amounts earned by the Photographer under this agreement;
- (b) and obtain permits and necessary permission for all locations at which the Photographer will be providing Services;

(3) Hiring Party's Optional Information. The Hiring Party nonmandatory:

- (a) provide as much relevant information to the Photographer with the performance of the Services., including providing a must have shot list at least 2 days before the Event.

4. DEPOSIT.

As part of this Contract, The Photographer requires the Hiring Party to pay a deposit of 50% of entire service amount and it is due upon signing this Agreement. The remaining balance is due upon delivery of the final images/videos ("**Deposit**").

5. PAYMENT AND COMPENSATION.

- (1) The Hiring Party agrees to pay the Photographer a sum of **[\$000.00]** in consideration for the Services to be rendered by the Photographer. In consideration for this fee, the Photographer will devote **[1 hour]** to cover the event of the Hiring Party;
- (2) The Photographer will provide proofs and/or a lookbook to the Hiring Party to review for final purchase of pictures.
- (3) After final approval by the Hiring Party of Photographer's services, the Hiring Party shall pay the remaining balance and decide the method of payment desired as described on section "Methods of Payment".
- (4) The Hiring Party will be responsible to pay the Photographer 1 day upon delivery of the final images/videos.
- (5) Expenses. Any ordinary and necessary expenses incurred by the Photographer or its staff in the performance of this agreement, including travel expenses to the Event, will be the Photographer's Hiring Party's responsibility.
- (6) Taxes. The Photographer is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Photographer under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Hiring Party has no obligation to pay or withhold any sums for those taxes.
- (7) Other Benefits. The Photographer has no claim against the Hiring Party under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

6. METHODS OF PAYMENT.

- (1) The Photographer's acceptable methods of payment are as follows:
 - (a) Cash, (b) Check, (c) Credit Card, (d) Zelle and (e) Paypal.
- (2) The Hiring Party can make a payment through:
 - (a) ME Valin's Official website; mevalin.com or mevalinllc.com, (b) Invoice sent by e-mail or (c) Providing Credit Card Information to process by Phone Sale.

7. CREDIT CARD TRANSACTION FEE.

If Hiring Party opts to pay by credit card, a transaction fee of 2.9% plus \$0.15 cent will be added to both the deposit and the remaining balance to cover processing costs. This fee will be clearly itemized on the invoice. The Hiring Party is fully responsible for the Credit Card Fee.

8. DELIVERY SCHEDULE.

- (1) The Photographer shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable industry standards and will provide a standard of care equal to, or superior to, care used by service providers similar to the Photographer on similar projects.
- (2) Delivery deadline. The Photographer will deliver a sample of photos with watermark **[number]** photos, **[number]** videos, and/or **[other deliverables]** in digital format via **[delivery method, e.g., email, cloud storage]** within **1** day following the photo session.
 - (a) Upon delivery of sample images/videos the Hiring Party is the responsible to notify the Photographer in writing of

any warranty claims within 1 day to meet Photographer's delivery deadline of 48h turnaround. Any issues or changes must be specific and within the scope of the original agreement.

- (b) The Photographer may delivery the final photographs in JPEG, RAW or other standard format, at a resolution that Photographer determines will be suitable for the Photos as licensed.
- (c) Photographer's sole obligation will be to replace the Photos at a suitable resolution but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages.
- (d) If the Hiring Party approves samples with watermark,the Photographer sends a Invoice for a payment, after Photographers receives the amount paid in full by the Hiring Party, Photographer shall remove watermark and delivery high quality standards (as described on section 2(b))
- (e) All Images shown with watermarks, in a preview only viewing, or any limitations shall be removed upon full payment to the Photographer.

9. ADDITIONAL SERVICES.

If the Hiring Party asks to supplement the Services with the purchase of additional services offered by the Photographer, and the Photographer agrees and can fulfill that request, the Photographer will bill those additional services to the Hiring Party at then agreed-on rates.

10. CANCELLATION AND REFUND.

(1) Cancellation Policy. After the signing of this Contract, changes or cancellation by the Hiring Party must be made at least 48 hours before the scheduled session to receive a full refund of the deposit.

- (a) If the cancellation or change is made within 48 hours or same day before the scheduled session of the Event by the Hiring Party then the Deposit made by the Hiring Party, in its entirety, shall be non-refundable and forfeited to the Photographer.
- (b) If the cancellation is initiated by the Photographer, all monies paid to the Photographer from the Hiring Party shall be fully refunded. A refund shall be paid out within 30 calendar days from the date of cancellation.

(3) Refund. The Hiring Party is entitled to one round of revisions at no additional cost. The Photographer will address any issues or changes requested within this period promptly. A committed to ensure the Hiring Party is completely satisfied with the Photographer's services, ME Valin's refund policy offers three (3) options to the Hiring Party, as follow:

- (a) Re-editing; If the Hiring Party identifies any issues with the quality or accuracy of the images/videos within 1 day of sample delivery, the Photographer agrees to make reasonable corrections or re-edits at no additional cost to the Hiring Party. Requests for re-edits must be submitted in writing within this timeframe. (b) Reshoot; In the event that the images/videos do not meet the agreed-upon specifications and cannot be corrected through re-editing, the Photographer will provide a re-shoot at no additional cost to the Hiring Party. This is contingent upon the original issue being due to the Photographer's error and not due to conditions outside the Photographer's control, such as weather, property readiness, or unforeseen circumstances at the Property. or (c) Refund; If the Hiring Party remains unsatisfied after additional efforts to rectify the issue, a full refund of the service fee paid will be provided. This refund effectively releases both parties from any further obligation under this agreement.

(4) Refund Process. If the Hiring Party still not satisfied after the initial round of revisions The Hiring Party must submit a written request for a refund within 1 day after the final revisions or reshoot. ME Valin will assess the request and communicate the decision within 2 business days. If approved, the refund will be processed and issued within 5 business days of approval. A refund shall be paid out within 30 calendar days from the date of refund. The Hiring Party shall remove and destroy any format of photography received from the Photographer.

(5) Refund Limitations.

- (a) Dissatisfaction arising from subjective preferences that were not clearly communicated before the initial service delivery is not covered by this refund policy.
- (b) Delays caused by the Hiring Party or additional requests outside of the original agreement are not covered.

(6) Refund Exclusions. The warranty does not cover dissatisfaction due to subjective preferences, changes to the Property after the photo session, or any other factors not related to the quality or accuracy of the Photographer's work.

(7) Additional Revisions. If further revisions are requested beyond the first round, these may be subject to additional fees, which will be communicated to the Hiring Party prior to proceeding.

11. MISCELLANEOUS.

(2) Venue and Location Limitations. The Photographer is limited by the rules and guidelines of the location and site management at the Event. Negotiation with the officials for moderation of any guidelines is the Hiring Party's responsibility; the Photographer may offer technical recommendations but is not responsible for negotiation.

(3) Limitation of Liability. The Photographer will endeavor to produce and deliver Photographs of the Event, but is not responsible for requested photos not taken or missed, lack of coverage resulting from weather conditions, behavior of subjects, lack of available light, location restrictions, other cameras or flashes, or other conditions beyond the control of the Photographer.

(4) Pre-Appointment Preparation List is not mandatory. The Pre-Appointment Preparation is a useful resource to help to present the property in the best possible light and facilitate high quality photography and guides the seller to take important steps prior to the Photographer Appointment. By adhering to a Pre-Appointment Preparation List, the Hiring Party can enhance:

- (a) Professionalism; Well prepared demonstrates organization and preparedness, which can impress potential buyers and real estate agents. (b) Efficiency; Preparation helps ensure that appointments run smoothly and efficiently. (c) Accuracy; Preparedness helps avoid mistakes and omissions that can occur if you rely solely on memory or last-minute preparations. (d) Competitive Edge; In a competitive market, being well-prepared home can stand out in a crowded market, attracting more potential buyers increasing the chances of securing a listing and sale.

(6) Must Have-Shot List is not mandatory. Any shot lists provided to the Photographer will be used for organizational purposes only, and in no way constitute a guarantee that those shots will be taken or completed.

12. MATERIAL EVENT CHANGES.

The Hiring Party acknowledges that any change to the time, date, or location of the Event (each a "**Material Event Change**") made after the effective date of this agreement may (a) cause the Photographer to become unable or unavailable to provide the Services, (b) impact the quality of the Services, or (c) result in a need for the provision of services in addition to the Services. The Photographer shall make reasonable efforts to accommodate a Material Event Change. If the Photographer cannot accommodate a Material Event Change, the Photographer may, at its sole option, terminate this agreement on provision of written notice to the Hiring Party. If the Photographer can accommodate a Material Event Change, but only by providing services in addition to the Services, these additional services and any associated costs will be determined and agreed to by the parties at the time of that Material Event Change.

13. LIABILITY FOR MOVING OBJECTS.

(1) Movement of Objects. The Photographer may need to move objects (e.g., furniture, decor) at the Property to capture the best possible images/videos.

(2) Hiring Party's Responsibility. The Hiring Party is responsible for ensuring that any objects that may need to be moved are safe

and secure to handle. The Hiring Party is also responsible for moving any fragile, valuable, or sentimental items prior to the photo session.

(3) **Damage to Objects.** The Photographer will exercise reasonable care when moving objects. However, the Photographer shall not be held liable for any damage to the Hiring Party's objects or property that may occur during the process of moving objects for the purpose of the photo session.

(4) **Indemnification.** The Hiring Party agrees to indemnify and hold harmless the Photographer from any claims, damages, or liabilities arising from the movement of objects at the Property during the photo session.

14. PROPERTY ACCESS.

Agreement outlines the responsibilities of the Hiring Party in ensuring access and proper condition of the Property for the photo session, as well as the Photographer's policies regarding rescheduling and related fees.

(1) **Access to Property.** The Hiring Party is responsible for ensuring that the Photographer has access to the Property at the scheduled time of the photo session. This includes providing any necessary keys, access codes, or arrangements for entry.

(2) **Lockbox Subscription.** The Photographer is not responsible for subscribing to or managing any lockbox services. It is the Hiring Party's responsibility to arrange for the Photographer's access to the Property.

(3) **Rescheduling Due to Inaccessibility.** If the Photographer is unable to access the Property at the scheduled time due to lack of access, the session will need to be rescheduled. The Hiring Party agrees to pay a Rescheduling Fee of \$100 to cover the Photographer's time and expenses.

(4) **Notice of Issues.** The Photographer will notify the Hiring Party as soon as possible if any issues with access or property condition are identified. It is the Hiring Party's responsibility to address these issues promptly to avoid delays.

15. PET SECUREMENT

To ensure a safe and efficient photography session, ME VALIN requires that all pets on the property be secured during the appointment. This clause outlines the responsibilities of the Hiring Party regarding the management of pets to prevent disruptions and potential hazards.

(1) **Pet Securement.** All pets must be secured in a location away from the areas to be photographed. This can include crates, separate rooms, or outdoor areas not in use for the photography session.

(2) **Pets should be secured for the duration of the photography appointment to prevent interference with the equipment and to avoid any potential accidents or injuries.**

(3) **Responsibility for Pets.** The Hiring Party is responsible for ensuring that all pets are secured before the photographer arrives and remain secured throughout the session.

(4) **The Hiring Party must inform the Photographer of the presence of any pets and the measures taken to secure them. Failure to inform the Photographer of pets on the property may result in additional charges or the refusal of service upon arrival.**

(5) **Photographer's Right to Refuse Service.**

- (a) If pets are not secured upon the photographer's arrival, the photographer has the right to request that the Client secure the pets before proceeding with the session.
- (b) At any point during the session, a pet becomes unsecured and poses a risk to the photographer's safety, the photographer has the right to immediately terminate the session.

(6) **The safety and security of our Photographers are of utmost importance.**

- (a) The Hiring Party will be responsible for any fees incurred due to the early termination of the session, including but not limited to rescheduling fees or partial session charges.
- (b) If the Hiring Party is unable or unwilling to secure the pets, the Photographer reserves the right to refuse service. In such a case, The Hiring Party agrees to pay a Rescheduling Fee of \$100 to cover the Photographer's time.

16. EQUIPMENT AND PET-RELATED DAMAGES.

(1) The Photographer and the Hiring Party agree to the following:

- (a) Damage to Equipment. The Hiring Party will be responsible for any damage or loss to the Photographer's equipment due to misuse or theft by the Hiring Party or any guest of the Hiring Party.

(2) The Hiring Party agrees that they will be held financially responsible for any damage to the Photographer's equipment caused by their pet(s) during the photo session as described in section "Pet-Related Damages".

- (a) Pet Damage Liability. The Hiring Party agrees that they will be held financially responsible for any damage to the Photographer's equipment caused by their pet(s) during the photo session.
- (b) The Photographer is not responsible for any injuries or damages caused by pets during the photography session.
- (c) The Hiring Party agrees to indemnify and hold ME VALIN harmless from any claims or damages arising from pets being unsecured during the session.
- (d) Compensation for Damages. In the event that the Photographer's equipment is damaged by the Hiring Party's pet(s), the Hiring Party shall compensate the Photographer for the full cost of repair or replacement of the damaged equipment.
- (e) Assessment of Damages. The Photographer will provide an itemized list of the damaged equipment and the associated costs for repair or replacement. The Hiring Party agrees to pay these costs within 30 days of receiving the itemized list.
- (f) Insurance Claims. If applicable, the Hiring Party may file a claim with their pet insurance or any other relevant insurance provider. However, the responsibility for covering the costs remains with the Hiring Party and is not contingent upon the outcome of any insurance claim.
- (g) Notification of Incident. The Photographer must notify the Hiring Party of any damage to equipment caused by the pet(s) as soon as reasonably possible, but no later than 48 hours after the incident.
- (h) Dispute Resolution. In case of any dispute regarding the damage and compensation, both parties agree to engage in good faith negotiations to resolve the matter amicably. If a resolution cannot be reached, the matter will be subject to mediation or arbitration as mutually agreed upon by both parties.

17. WARRANTY.

(1) Limitation of Warranty. Except as expressly provided in this Agreement, the Photographer disclaims all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

(2) Storage. Photographer has no obligation to retain or archive any Photos delivered to Hiring Party.

(3) Completion of Service. Once the final images/videos are delivered and any warranty issues addressed as per the terms above, the Photographer has no further obligation to provide additional editing, modifications, or services to the Hiring Party. Any requests for additional services or edits beyond the scope of the original Agreement and warranty terms will require a new agreement and may incur additional fees.

18. PHOTOGRAPHER'S RIGHTS.

(1) Ownership Rights. The Photographer will be the sole and exclusive owner of the Photographs and all rights with respect to those Photographs (collectively, "Rights"), including all rights in and to the Photographs created by the Photographer, in all media and all forms of exploitation whether now known or hereafter devised, including all allied and subsidiary rights, such as merchandising rights, noninteractive and interactive electronic publication rights, multimedia rights, publication rights including for publicity and advertising purposes.

(2) Creative Rights. The Photographer may edit the Photographs in its discretion, and may not offer all images shot to the Hiring

Party. The Photographer reserves the right to edit and release only those Photographs deemed creditable as professional in quality and within the Photographer's artistic standards.

(3) License. The Photographer grants the Hiring Party a nonexclusive, nontransferable license with limited right to reproduce, publicly display, and distribute the photos only for promotional and advertising purposes directly related to the sale of the Property.

- (a) Photos used for any purpose not directly related to the sale of the Property must be with the express permission of Photographer and the payment of additional fees, unless otherwise agreed to in writing.

(4) Copyright. The Photographer grants the Hiring Party the photos to be uploaded to any MLS listing service solely for promotion or advertising of the Property.

- (a) However, regardless of any terms and conditions of the MLS, at no time does this Agreement provide Hiring Party with the right to transfer copyright, or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106.
- (b) Photos may contain copyright management information (CMI) at the discretion of the Photographer in the form of either 1) a copyright notice © and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties.
- (b) Removing and/or altering such information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA) and Hiring Party will be responsible to the Photographer for any penalties and awards available under the statute. Rights are assigned to the Hiring Party immediately upon delivery of the samples Photos and/or final photos/videos.

19. PROMOTIONAL RIGHTS AND NO EXCLUSIVITY

(1) The Hiring Party hereby grants the Photographer the limited perpetual right to use, publish, and exhibit, on the internet and in other publications, any digital images or photographs of the Hiring Party taken at the Event and details of the Event, solely to promote the Photographer's business.

(2) This Agreement does not create an exclusive relationship between the parties. The Hiring Party is free to engage others to perform services of the same or similar nature to those provided by Photographer, and Photographer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Photographer.

20. NATURE OF RELATIONSHIP.

The relationship of the parties under the agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of that authority. It is understood by the parties that the Photographer is an independent contractor with respect to the Hiring Party and not an employee of the Hiring Party.

21. INDEMNIFICATION.

(1) Of Hiring Party by Photographer. At all times after the effective date of this agreement, the Photographer shall indemnify the Hiring Party against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "Loss") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "Litigation Expense") arising out of:

- (a) the Photographer's negligence or willful misconduct arising from the Photographer's carrying out of its obligations under this agreement; or
- (b) the Photographer's breach of any of its obligations or representations under this agreement.

(2) Of Photographer by Hiring Party. The Hiring Party shall at all times indemnify the Photographer against a Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Hiring Party under this agreement.

22. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (1) Notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (2) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

23. GOVERNING LAW.

- (1) Choice of Law. The laws of the state of Virginia govern this agreement (without giving effect to its conflicts of law principles).
- (2) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Loudoun County, Virginia.

24. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

25. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

26. SEVERABILITY.

If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change that would cause completion of the transactions contemplated by this agreement to be unreasonable.

27. ASSIGNMENT AND DELEGATION.

- (1) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the

other party. All voluntary assignments of rights are limited by this subsection.

(2) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the Hiring Party.

(3) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made, or if both are made, in violation of this section, it is void and they are void.

28. COUNTERPARTS; ELECTRONIC SIGNATURES.

(1) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(2) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

29. NOTICES.

(1) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use the following type of delivery, each of which is a writing for purposes of this agreement: email.

(2) E-mail. A party shall address notices under this section to a party at the following e-mail addresses:

- (a) If to the Photographer; m.valin@mevalin.com.
- (b) If to the Hiring Party; EMAIL@EMAIL.COM

(3) Effectiveness. A notice is effective only if the party giving notice complies with subsections (1) and (2) and if the recipient receives the notice.

30. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

31. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

32. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

33. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

	ME VALIN LLC
Date: _____	By: _____ _____
	Name: ME VALIN LLC
	Title: ME VALIN LLC

Date: _____	By: _____ _____
	Name: Customer NAME HERE
	Title: NAME HERE