

The purpose of Terms and Conditions is for business transparency and to make it easier to complete projects and protect everyone involved by understanding the nature of work needing to be accomplished. The goal here is to make our work together run smoothly and be as comfortable as possible, if you have any questions or concerns, please do not hesitate to let me know.

The terms below are detailed for Real Estate photography, other or different conditions will apply to contracted projects of varying natures.

Thank you for your interest and business!

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Full payment is due prior to photo delivery, Thank You.

**Submitting an order is considered acceptance of these terms.**

The turnaround time is 2 business days for Listing Photos. (We are currently building a next day photos set) You may get your photos back in less time but that is not guaranteed. If I need more time to edit your photos I will notify you via text or email. Rush deliveries are just not done. Business days are Mon - Fri. A \$60 fee will be added to Saturday appointments. Weather and Holidays will affect scheduling/rescheduling of appointments and delivery of images.

Please make any special requests known before the shoot begins, including specific shots, angles and the like. Otherwise the property will be photographed based on experience, condition, lighting and several other factors to get the best possible shots. That sometimes means making compromises when it is necessary to shoot around things or compensate for the angle of the sun.

Please do not book or overlap other vendor or contractor appointments during the scheduled photo appointment, this includes contract signing. People present at the time of the scheduled appointment should plan on either being off the property or remain in areas where they can't be seen during the photo shoot. Rooms can be seen in the background of most photos, people can cause shadows and reflections, and there is risk to equipment that may be setup throughout the property. Please keep well clear of photographic equipment, any damage to the equipment by anyone other than the photographer will result in compensation for replacement or repair of the damages by the one who caused the damage. C4: curious children and cheerful canines - handle with care. We want to give you the best possible service - help us . . . help you.

If the property cannot be adequately photographed upon arrival to the scheduled appointment due to reasons beyond our control such as, but not limited to, unable to gain access to the property, excessive clutter and mess, unrestrained animals, you will be given the option to reschedule with an added \$35 fee per photographer (no refund will be available in this situation). Please review the [Checklist](#) as a guide and make sure arrangements have been made to access the property prior to scheduling a shoot.

Property Access: I can meet the Agent or Home Owner / Seller, use a combination lockbox or Supra lockbox. It is not necessary for anyone to meet or be there if you have other things to attend to. I will coordinate with the person who submitted the order and all communication will go through that person.

It is the responsibility of the Realtor and/or Homeowners to have the home in photo ready condition prior to the photographer arriving. I will not turn on gas/pyrotechnics or water features, the liability is

too great. This can be amended by notarized release form. The property will be photographed as is, minor adjustments may be made by the photographer to improve the shot, no expectation should be assumed for moving furniture or significant changes, to clean or declutter the home, etc. Be sure to read the [Checklist](#) several days before your shoot to make sure you are ready to capture the best photos possible.

## **CANCELLATION & RESCHEDULING**

If for any reason, you are unable to keep your scheduled appointment please give notice by 8 a.m. the day prior to your scheduled appointment.

No fee applied if cancellation notice is given by *8 a.m. the day prior* to your appointment.

This will ease rescheduling you at a more appropriate time and open the time slot to others.

No fee applied if a notice to reschedule is given *2 hours prior* to the scheduled appointment.

Cancellations with less notice will result in a \$35 fee.

Cancellation or Reschedule on site will result in a \$35 fee per Photographer.

## **MURPHY'S TIME CUSHION**

*"Anything that can go wrong..." just needs more time.*

Appointment time arrival can be tricky sometimes, for this reason the arrival time to a scheduled appointment has a 30 minute cushion to allow for traffic congestion or delays at a prior appointment. I will call, text or email approximately 1 hour prior to the scheduled appointment time.

## **CONCIERGE FEE**

This is a fee I charge for any assistance outside the scope of the Services offered on the Services Page. It can be whatever price I deem fit for my time. This can be things like contacting your clients. Waiting for moving or Adjusting or "cleaning" items in a house or on a property. This takes time and the prices listed on the Services page are for those services alone. Please do not ask me or other photographers to move items, there are some liabilities involved in these actions, boxes have broke, floors and walls have been damaged.

*#Secretaries, Transaction Coordinators, Assistants, Movers, Cleaners, Stagers and the "Go-Fer".*

These are some of my favorite people, non of which whose job I want.

## **REFUND**

A 5% fee will be assessed to all refunds for cancellations after payment is made and appointment is set. If the Photographer(s) is enroute or at the property, a \$35 fee per photographer will be added as well. You can also choose to retain the balance as credit toward your next service.

## **WEATHER**

In the event of unfavorable weather on the day of your shoot, you may opt to reschedule for our next available opening at no charge. (Unfavorable weather would be rain, heavy dark clouds, wind/dust storms). If you opt to proceed with the shoot as originally scheduled regardless of weather conditions, please understand that your photos will reflect the weather conditions at the time of the shoot - clouds, rain, etc. Prices do not include digital processing to correct for unfavorable weather conditions, if those corrections are possible.

## **COMMUNITY & LOCAL PHOTOS**

There are some limitations to this photos set. The MLS does not allow photos containing people, or more aptly, their faces. Especially children. A reasonable attempt will be made to take these photos without identifiable persons. People in community settings tend to get leery of a person roaming about pointing a camera "at them" especially if there are children present. (You'd have better luck poking a bear cub with a stick in front of Mama bear). That being said, some photos of certain spaces may not be optimal, like a close up of a park play set and settling for a shot wider and further away but capturing more of the park. Absolutely no photo of a community pool will be taken if people are present in the facility. No refund will be given for the inability to take Community & Local photos if these limitations inhibit an optimal photo.

Community Photos are limited to the HOA, inside the gate, or within a 1/2 mile from the property. Exceptions will be made for large master planned residences. Use the box in the Order Form for any special requests and as always, if you have any questions, concerns, ideas, donuts.. please don't hesitate to let me know.

Local Photos are a set of photos show casing area attractions with in a 5 mile radius of the property. City parks, shopping centers, dining attractions, trail heads, views, golf courses and Bears to name a few. Locations of attractions of this nature must be supplied when ordering, if it left up to the photographer, the price doubles.

Thank you for understanding, respecting residents, preserving the life of my camera and keeping me free of black eyes.

**Submitting an order for Community Photos is considered an acceptance of these terms.**

## **PHOTO RIGHTS AND USAGE**

All images are copyrighted to Exposure R.E.L.S and retains all usage rights.

All images produced by Exposure R.E.L.S are protected by the Copyright Act and the Digital Millennium Copyright Act.

Real Estate property images, Listing Photos, are produced for the Purchasing Client and may be used for the marketing of the active property listing by the Purchasing Client on MLS, Zillow, flyers, the Purchasing Clients website & social media. Purchasing Real Estate Agent may use the images indefinitely

to promote themselves as a professional in Real Estate. A copy of the photos may be given to the seller upon close of escrow as a keepsake, but can not be used for any other purpose. This is a protection to the purchasing Real Estate Agent. Purchasing Home Owners or Sellers may supply a copy of the photos to a Real Estate Agent for the purpose of selling the property. In this case, the Real Estate Agent does not own a copy of the photos for indefinite use after close of escrow, but may purchase a license to do so. Photo License does not carry the right to resell or give the images to another party. Any usage of the images beyond these purposes by the Client, Real Estate Agent, Agent's Parent Company, Broker, Homeowner, Home Stager/Designer, Contractor, Cleaner, Florist, and especially that one guy or **any** third party is prohibited by copyright licensing laws unless approved in writing by the Photographer. A third party can also purchase the images and obtain a license for use of the photos.

I am here to help the Purchasing Client who is helping me by purchasing the photos. A third party is any one other than the Purchasing Client.

For contracted photo work, each individual license and pricing will vary depending on the contract terms. Projects include: Events, Building Sites, Commercial Properties or Businesses, Staging, Interior Design, Products. Call for details.

Original and Raw image files, unedited, are available for an additional fee. The price will vary depending on the nature and use of the imagery. License and usage rights apply unless otherwise contracted upon.

**Submitting an order for Photos is considered an acceptance of these terms.**

#### **FLYER & AD DESIGN RIGHTS AND USAGE**

Designed flyer and ad media may be used indefinitely by the purchaser in any way they see fit. Exposure R.E.L.S. retains the right to use the same layouts in other projects and as use in marketing and examples to new clients.

Terms and Pricing subject to change without notice.