

Terms and Conditions

For Residential and Commercial Real Estate Photography

As of December 01, 2019

Please take a moment to read the policies set forth by *Martin Real Estate Photography (MREP)*. By hiring *MREP*, you are agreeing to these terms and conditions.

Rights: Under current copyright laws, ownership of all photos belongs entirely to MREP. MREP retains all rights to photos taken of properties unless otherwise agreed upon in writing, and only licenses the use of the images to the Listing Agent (“CLIENT”) of the property for marketing purposes while the listing is active (up to one year).

All images produced for the Client may be used by the Client for any and all marketing materials and campaigns associated with the property and for the Client’s self-promotion until the license expires. The photos may also be used by the Client’s parent company for the sole purpose of marketing the specific property photographed.

Any usage of the images by a third party, including but not limited to, architects, builders, stagers, designers, sellers or buyers is strictly prohibited unless approved in writing by MREP.

Relationship of the Parties: Martin Real Estate Photography is an independent contractor and shall not be deemed to be an employee of the Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. The Photographer and the photos or any other deliverables prepared by the Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this agreement.

Fees: All agreed upon fees and expenses are due at the time the photos are delivered. *Martin Real Estate Photography* reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current. *MREP* operates on a fee for service basis, all monies owed are payable upon the completion of the assignment, regardless of the sale of the home or other conditions.

Returned checks will be charged a fee of \$25 along with the amount of miscellaneous bank fees incurred from the transaction.

If fees are not paid in full upon the delivery of the photographs, the following fees schedule will apply:

- Fees not paid within 30 days of delivered product will incur a \$25 late fee.
- Fees not paid within 60 days of the delivered product will incur an additional late fee of \$25.

- Fees not paid within 90 days of the delivered product will incur an additional late fee of \$25.

If the Client has questions, concerns or special requests regarding the delivered product prior to making payment of fees, it is the Client's responsibility to communicate these conditions with the Photographer.

Cancellation/Rescheduling: Please notify the photographer within 24 hours if you will need to cancel the shoot. *Martin Real Estate Photography* will charge a fee of \$50 for cancellations not made within 24 hours. **Please note, that the entire shoot amount will be assessed if the photographer arrives at the property to find the shoot is cancelled (including denied access to the property and the home not being ready for photos).**

There will be no fee assessed for rescheduling due to bad weather, or other emergencies and acts of God.

Other Commitments: It is the client's responsibility to ensure that the listing is ready to be produced at the arranged time.

Martin Real Estate Photography has a selection of packages to choose from, some of which have dedicated services for minor re-arranging or moving furniture (with permission from the homeowner) and handling basic pickup of items.

Martin Real Estate Photography will, at the Photographer's discretion, adjust window coverings or turn on or off lights as deemed necessary to better capture the scene(s). We recommend the home should be clean and presentable at the scheduled time of the shoot.

The homeowner shall ensure that there are no hazards to the Photographer's safety.

The Photographer will do everything to ensure pets stay inside but are not responsible for pets that escape the property during the photography session.

Once the home has been photographed, the service may not be canceled. The agent will be charged the full price of the package ordered.