



Property Shots
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Piedmont, SC 29673

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<https://propertyshots.photo>

Real Estate Photography Terms Of Service

These Terms of Service will remain in effect for all future engagements between Client (The Client) and Property Shots (The Photographer), or until Terms or Service are edited or amended by Property Shots. Any modifications of this Contract must be in writing and signed by both parties.

TERMS AND CONDITIONS

SERVICES

Real Estate Photography Shoot-

Including but not limited to the production of photos, videos, and floor plans for the marketing of real estate listings for sale or for rent. The rates below include a single use license for use by one party during one listing period. Additional licensing needs will incur additional fees. All assets will be delivered within 3 business days via a digital download link.

PHOTOS

A complete set of photos will be created to display a property in its best light. Number of photos ordered will be appropriate for the size, features, and number of rooms of a property. Number of photos provided will fall within the selected range at a minimum and be appropriate to capture the features of a property.

PHOTO PACKAGES & RATES

Real Estate Essentials: 25 images..... \$139

Real Estate Pro: 36 images..... \$159

Real Estate Luxury: 50 images..... \$179

ADDITIONAL PHOTOGRAPHY SERVICES

Twilight Shoot..... \$149

Virtual Twilight Photos..... \$79

Aerial Photos: 5-6 photos..... \$89

Floorplan..... \$69

VIDEOS

Videos will be shot and edited to feature the highlights of a property with motion and sound. Videos will not necessarily show every room of a property..

VIDEO RATES

1 Minute Video Edit..... \$249

2-3 Minute Video Edit..... \$349

Aerial Video Edit..... \$149

SCHEDULING AND CONTACT INFORMATION

All standard services are available for ordering and scheduling via the The Photographer's website, <https://propertyshots.photo>.

Requests for unique or custom photography appointments can be submitted via phone at 864.552.3658, or by email to matt@propertyshots.photo with as much detail as possible. The Photographer will reply back to discuss availability and verify the date, time and location of the shoot.

AT THE SHOOT

The Client is not required to provide a representative on site. If The Client representative is not present, The Photographer's interpretation of the project shall be deemed acceptable.

All properties will be shot "As Is." The Client's input is valuable and respected when determining photographic choices. Absent of The Client's input, The Photographer will use his/her best judgment and experience to decide how best to photograph the property.

The Photographer will make a reasonable effort to remove litter, stray objects, etc. that may detract from the photography; however, The Photographer is not responsible for preparing, cleaning, or staging the property.

AFTER THE SHOOT

The Photographer will perform digital retouching and editing, and deliver the completed assets to The Client within a maximum of 3 business days. Delivery is via digital download to the email address The Client provides.

CANCELLATION, NO-SHOW AND INCLEMENT WEATHER POLICY

Appointments booked online can be cancelled or rescheduled via the confirmation email received after The Client's booking. If cancellation or rescheduling is necessary, 24 hours notice is requested by The Photographer. Any shoot cancelled by The Client within 12 hours of a booked appointment is subject to a cancellation fee equal to \$100 at The Photographer's discretion.

If The Photographer is unable to gain access to a property more than 30 minutes past an appointment start time due to The Client or The Client's representative arriving late or not providing proper access instruction, it will be considered a cancellation, and can be billed at the full rate of the shoot at the photographer's discretion. The Photographer will make a reasonable effort to accommodate a re-scheduling.

In the event of inclement weather preventing photography, The Photographer will schedule a new appointment at the earliest available time. The Photographer may cancel a shoot at any point up to and including the appointment time due to inclement weather. If The Client wishes to cancel a shoot due to inclement weather, it must be done more than 12 hours before the appointment start time to avoid a cancellation fee.

LICENSING, RIGHTS, AND USAGE

SINGLE USE LICENSE

All assets produced for The Client may be used by The Client for any and all marketing materials and campaigns associated with the sale of the property and for The Client's self promotion. The photos may also be used by The Client's parent company for the sole purpose of marketing the specific property photographed.

Ownership of the images remains with The Photographer, and license is granted only to The Client and The Client's parent company, and not to any third party. 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 The Photographer.

This license extends throughout the duration of the listing while it is active and represented by The Client. This usage license expires upon execution of sale, termination of the listing contract, or transfer of the listing to a third party. Continued usage of the assets by a new listing party or on subsequent listings of the same property is prohibited unless approved in writing by The Photographer. An additional usage license for subsequent listings or a third party can be made available for purchase at the The Photographer's discretion.

GUARANTEE

The Photographer provides a guarantee on all standard service orders entitling The Client to a free photography shoot of equal or lesser value when the following conditions are met:

- The Client ordered and paid for a standard photography services to be used for the marketing and sale of a single listing for which The Client had an exclusive listing agreement.

- All of the photography assets used for the marketing of the listing were provided by The Photographer. No third party photography services were used in conjunction with The Photographer's services. (This excludes any services that were not currently provided by The Photographer.)
- The Client's listing did not lead to an execution of sale on the property due to cancellation of the listing contract.
- The Client did not initiate the cancellation of the listing contract.
- The Client did not engage in any unethical or unlawful behavior that led to the cancellation of the listing contract.

PAYMENT

Payment is accepted online via credit card for all standard services. The Client will provide payment information at the time of booking. A complete invoice detailing all photography fees will be provided by The Photographer at the time of ordering. The payment will not be charged until completion of the scheduled shoot and delivery of assets by The Photographer, at which point it will be charged in full.

For non standard services payment terms will be outlined by The Photographer in the project quote or invoice.

AMENDMENTS

These Terms of Service will remain in effect for all future engagements between The Client and The Photographer, or until Terms or Service are edited or amended by The Photographer. Any modifications of this Contract must be in writing and signed by both parties.