

PHOTOGRAPHY SERVICE AGREEMENT

By ordering services from **Sky Photography Arizona**, you agree to the following **Service Agreement**. The terms and conditions of this agreement are set forth below which govern our relationship & your use of our products/services. This agreement is subject to change at any time.

SCHEDULING

A. Prior to scheduling please inform your clients of our photography style and procedures. The photography & processing techniques we use are unique to our company, therefore it's important you and your client understand the products you will be receiving. We will not re-shoot or re-edit photos free of charge due to personal preferences on style. We will not provide refunds based on personal preference style.

B. Scheduling *is not complete until* you receive an invoice, complete the required \$100 deposit, and receive a "Booking Confirmation" email.

C. By scheduling and completing the deposit, you are also confirming the accuracy of your property's address listed on the invite. We are not liable for addresses sent to us incorrectly. You will be charged a fee of \$40 (due prior to media delivery) if we are sent to the wrong address the day of photo session.

D. If you or an authorized agent are not present at the property, you must provide us with a correct lock box and/or gate code if required for entry onto and/or into the property.

E. If you have a very specific vision or capture/angle in mind, you must communicate it to us before your scheduled session. We are not responsible for missed images beyond our protocol.

RESCHEDULING: We require **48-hour** notice should you wish to cancel or reschedule your session without incurring a fee. Cancellations within 48-hours of scheduled appointment will result in loss of deposit.

PAYMENT FOR SERVICES

A. Deposit payment is due prior to scheduling confirmation and full payment is due prior to media delivery. An online payment link is provided in your invoice. Release of digital media is not authorized until payment is received in full.

B. Prices are non-negotiable.

DAY OF SERVICE

A. Client is responsible for following the pre-session checklist to ensure the property is adequately prepared. The property should be photo-ready before the scheduled start time. If the property is not photo-ready when our photographers arrive on location, you will be charged \$60 to reimburse us for our time; and the session will need to be rescheduled following our next availability. If you choose not to reschedule, this will result in the loss of deposit.

B. For liability reasons, we will not move/re-arrange furniture, make beds, clean, dust or de-clutter, pick up toys/yard items or touch any personal belongings/supplies. All organizing and cleaning needs to be done prior to their arrival. Client accepts any and all liability if they request us to handle or manipulate any furniture, items, etc.

C. Please ensure that there are no hazards present to the photographer's safety. Client accepts any and all liability for hazards.

WEATHER: We do our best to ensure properties are photographed during ideal weather conditions. If the weather doesn't permit, we will contact you to reschedule the session free of charge. Clear or overcast skies are ideal photographic conditions. Strong winds and/or heavy rain are not ideal.

SKY PHOTOGRAPHY ARIZONA, LLC

WWW.SKYPHOTOGRAPHYARIZONA.COM

(623)223-8051

AN ARIZONA LLC

MEDIA DELIVERY

A. Delivery of media occurs, digitally on or before the date identified in the invoice. Client is responsible for downloading media and publishing for their purposes.

B. Below is our **usual delivery timeline:**

1 BUSINESS DAY: Daytime, Twilight, and Aerial digital photos are delivered 1 business day after service date. If service falls on a Friday evening or Saturday, products will be delivered on Monday (excluding holidays).

2 BUSINESS DAYS: Virtual Tour, Luxury, and Gold Packages, are delivered 2 business days after service date. Video and additional add-on services may take additional time.

7 BUSINESS DAYS: Video Tours and Exterior Aerial Videos

SLIDESHOW VIDEOS: Delivered when their corresponding package is delivered.

C. Below are our products' **Transfer Methods:**

Photographs & Video: We will provide you with a link to download your media. Links only stay active for 7 days so please download your media promptly.

D. Photographs will be delivered in JPG format in both full resolution and MLS resolution.

DOWNLOADING PHOTOS Please note we do not provide backup service for media after 30 days from initial delivery; If after 30 days you fail to download your photos or have misplaced them, you are liable for the \$75 data retrieval fee associated with recovering your lost media.

COPYRIGHT & LICENSING

A. This service agreement is a limited license release. Media (images, video, virtual tours, etc.) delivered are licensed to the agent for the sole purpose of listing a property and only for the term of the listing. All media and rights relating to them, including copyright and ownership remain the sole and exclusive property of Sky Photography Arizona.

B. Your Rights **DO** permit you to post our photographs on multiple listing services and make the images available in your MLS listing for the Property.

C. Your Rights **DO NOT** permit you to transfer our images to other parties for display (printed advertising, branding, etc.), unless we give you our written permission to do so. If anyone (Builders, Stagers, Designers, or other Third Parties) asks to use the images, you agree to refer them to us. Images cannot/shall not be made available to another agent who takes over an expired or withdrawn listing.

D. Photo credit must be given to Sky Photography Arizona when used on any social media or broker owned sites.

E. Any use of our photos beyond their application on MLS and real estate websites must be negotiated with the owner of Sky Photography Arizona.

F. Images can be individually licensed for uses beyond this agreement for a fee.