

WNC Real Estate Photography Terms & Conditions

Photo Licensing Agreement

WNC Real Estate Photography, LLC. Jackie Lamonds (PHOTOGRAPHER) retains the copyright for all digital images created in the course of doing business and all images on this website. The commissioning real estate broker/agent (CLIENT) is granted a license to use property images, for which they have paid, for the promotion of that property in any media while CLIENT manages the listing. License expires once property has Sold, Expired or is Withdrawn. Images must not be edited/alterd by anyone other than PHOTOGRAPHER with the exception of minor cropping and/or resizing only.

CLIENT may NOT give, license or sell images to anyone. This includes the property owner, other broker/agent/Realtors, builder, architect, stager or any other vendor. Disregarding these terms will result in copyright infringement/violation (Digital Millennium Copyright Act of 1998, 17 U.S.C. §512(c)) and may result in legal action. PHOTOGRAPHER recognizes that CLIENT does not control how images are shared by NWMLS and syndicated to other property listing sites (Zillow, Trulia, et al.) and CLIENT is not liable for such use beyond license expiration.

PHOTOGRAPHER may re-license real estate images for commercial use by developers, builders, designers, vendors, or other parties. This will be executed with a separate agreement between PHOTOGRAPHER and licensee.

Payments & Delivery

When you receive your materials, you will be prompted to pay via Debit/Credit card before the materials become downloadable. If you know it will be difficult to pay at the time of material delivery, please talk with us to come up with a solution!

Cancellations

Cancellations must be made at least 24-hours before scheduled photoshoot start time. Real Estate Photoshoots cancelled with less than 24-hours notice will be subject to a cancellation fee of \$50.

Weather Policy

In the event of rain...

1. For Drone Work - We will reschedule for our next available date/time.
2. For Projects without Drone Work - We still do interior photos on days it is raining. However, if it is actively raining for the entirety of the shoot, we will be unable to provide exterior photos of your property that day. At our next available time, we will come back to the property to get exterior photos. This carries a trip fee, depending on the county.
3. If you would rather postpone due to rain, it is up to you, the person who scheduled the appointment, to reschedule. If we drive out and then you'd like to cancel, we will charge a trip fee for the time.

We do our very best to be flexible and understanding when the rain comes, as it so often does here in the mountains. As long as we all communicate and keep in touch, it will be smooth sailing!

Property Condition

Photoshoot prep guidelines are available at
<https://wncrealestatephotography.com/faq>

Client will ensure that the listing is clean and ready for photography at time of service. Photographer is not responsible for cleaning, dusting, changing light bulbs or moving of furniture but may adjust window coverings, move small items or turn on/off lights as necessary. Client shall ensure that there are no hazards to the photographer's safety and that pets are confined out of view. Photographer will not retouch images to disguise known defects and/or physical structures such as wall/floor blemishes, driveway cracks, power lines, etc.

If the property is not photo ready when we arrive, we will photograph the property **as is** or reschedule, if the agent would like. An appointment that is rescheduled after we arrive carries a \$50 fee.

Additional Terms

Final images are kept in your personal Aryeo account for 1 year. Photos will no longer be available beyond that time frame. Any corrections must be submitted within 72 hours of delivery of materials. After that time, the corrections are subject to a \$75 fee.

Have questions? Contact Us to discuss.