

# Terms of Service

**These Terms of Service, together with the privacy policy ("[Privacy Policy](#)") and the rules, policies, terms and conditions set forth in, referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the "Terms".**

By doing business with Lacey Wood Photography, you acknowledge that you have read in their entirety and agree to the Terms of Service outlined below.

## **Payment for Services and Cancellation Policies**

A valid credit card must be provided at the time of your booking in order to hold your media capture appointment. By providing your credit card information, you give Lacey Wood Photography and its representatives authorization to charge to it any and all applicable service fees, travel fees and cancellation/rescheduling fees that relate to scheduled services as well as additional services that may be requested on-site.

A 50% deposit may be required to hold media capture appointments made for services valued at \$450 or more.

A travel fee commensurate with the current cost of gasoline and the distance required to travel in order to service your appointment may be added to the cost of your media capture appointment.

Lacey Wood Photography does not enjoy charging cancellation, rescheduling, delay of entry, or any other unnecessary fees. To avoid additional fees, we kindly recommend that you book your appointments when you are confident you are ready to proceed with them, and you communicate our cancellation policies to your clients to motivate them to keep their media capture appointments.

Lacey Wood Photography reserves the right to waive any fees at any time for any reason, but maintains the right to enforce them under the following circumstances.

Should you need to cancel or reschedule your appointment, you must do so more than 24 hours prior to your appointment start time in order to avoid any cancellation or rescheduling fees. Cancellations and reschedules requested within 24 hours of your appointment start time will result in an immediate fee equal to 10% of the ordered services or \$75, whichever is higher. Cancellations and reschedules requested within 12 hours of your appointment start time will result in an immediate fee equal to 50% of the ordered services or \$100, whichever is higher. In the event of an onsite cancellation or reschedule request, the full value of your ordered services will be charged along with any applicable travel fees.

Lacey Wood Photography may require a non-refundable 50% deposit to re-book any project that has previously cancelled or rescheduled.

A rescheduling fee will not be charged if an appointment is rescheduled due to inclement weather (fog, rain, or snow) 2-12 hours prior to your scheduled appointment. However, if the appointment change is requested onsite, 50% of all scheduled services and applicable travel fees will be charged. To avoid onsite cancellation fees, simply communicate with us about the weather in advance so we can make a decision about whether or not to proceed with your appointment prior to our media capture technician's departure for the appointment.

Payment for media services is due in full following the completion of your media session. An online invoice with a secure payment link will be emailed to you the next business day following your appointment. All invoices are due upon receipt.

### **Media Approval**

It is your responsibility to review and approve all media captured at the end of your appointment, prior to the photographer or media capture technician's departure to ensure that all areas of importance have been covered. If you or your representative is not present when media capture is complete, the right to revise coverage is forfeit once the photographer has left the property. Additional media capture can then be requested only for an additional fee that will be determined according to the services required. We do not offer refunds on captured media that was not reviewed by you (the client) or your on-site representative, and non-payment for captured services is not an option.

In order to ensure that we capture media that is in keeping with your objective, we ask that you provide all preferences, direction, shot lists, pet peeves, etc., in writing (via e-mail or text) prior to your appointment.

### **Price Increases**

We reserve the right to adjust service rates and travel fees at any time. You will be notified of any price increases prior to your appointment.

### **Media Delivery**

Payment is due in full prior to the delivery of any media assets, which will be sent as soon as they are ready following receipt of payment. Photos and videos will be delivered via downloadable online galleries or digital transfer within a timeframe determined by the scope of your shoot, and links to Matterport scans will be delivered via e-mail within 48 hours of the end of the shoot. Videos will be delivered within the timeframe discussed at the time of your appointment, usually within 3-5 days of video capture.

## **Preparation & Service Limitations**

Please have the property prepared and ready to be photographed upon our arrival (staged and cleaned as desired with all lights and water features on but ceiling fans and fireplaces off). While we will make subtle changes and improvements to optimize each shot, we do not provide staging, landscaping, or cleaning services. If we arrive on site and the property has not been fully prepared, we will move forward with our scheduled shoot regardless of the state of the property. All Lacey Wood Photography representatives reserve the right to refuse service for any property they deem to be unsafe or otherwise harmful to their person.

Please limit the number of persons present at the appointment to one client representative and the necessary Lacey Wood Photography representatives. If the property is occupied, please have all occupants remain off-site (including pets, children, employees, etc.) for the duration of the appointment. Please be aware of the scheduling of any landscaping, pool, or maintenance services and do your best to schedule around them. For the safety of our team and our equipment, do not schedule any open houses, private showings or broker opens during your media capture appointment. Lacey Wood Photography reserves the right to refuse any media capture appointment that overlaps with the rendering of other services or the presence of other vendors or visitors without prior consent. Applicable cancellation fees will apply.

## **Property Access**

In order to do our job on time and efficiently, we require property access at the time of the appointment via your on-site representative, lockbox, keycard, etc. While it is not necessary for you to be on-site at the time of your appointment, we do highly encourage it (see Media Approval).

If we arrive on site and for ANY reason cannot access the property, we will immediately contact you via telephone and/or text at the telephone number provided at the time of your booking in order to gain access to the property. If we are unable to access the property 30 minutes after your scheduled appointment time, you will need to reschedule your appointment, and you will be charged for the full amount of services ordered at that time.

A late fee of \$50.00 will be added to your service for every 15 minutes the start time of media capture is delayed due to lack of property access.

If you prefer that Lacey Wood Photography representatives access your property via a lockbox and then prepare your property for media capture, a property preparation and restoration fee (commensurate with the time it takes to open/close window treatments,

turn on/off lights, remove/apply patio furniture covers, etc.) of \$50 per person per half hour may apply.

### **Uses and Licenses**

Lacey Wood Photography retains the copyright to all media captured. By purchasing our media capture services, we grant you permission to utilize the media captured during your appointment to promote the sale or rental of your listing or property, promote your business via social media, and otherwise further your professional brand. Additional commercial and editorial uses of all media captured during your appointment are prohibited without additional permission, applicable licensing fees and author credit.

We reserve the right to share and post any media captured by Lacey Wood Photography across all social media, online platforms and yet-to-be-invented distribution outlets. We will honor any client requests to not post or share sensitive listings. Please let us know at the time of your appointment if you want us maintain discretion.

### **E-mails**

By doing business with Lacey Wood photography, you authorize us and our representatives to send you confirmation and other communication e-mails to the e-mail address you provide at the time of your appointment booking regarding your project and other media service offers.

### **Text Messages and Phone Calls**

By doing business with Lacey Wood Photography, you agree and authorize us and our representatives to call and/or send you texts using automated technology to the number you provided regarding your project and other media service offers.