

Photo Licensing Agreement

FlyBri Visuals/Brian Yurczyk (PHOTOGRAPHER) retains the copyright for all photographs & media 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 License expires once property has Sold, Expired, or is Withdrawn.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 owners, other brokers/agents/Realtors, builders, architects, stagers, 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 MLS and syndicated to other property listing sites (Zillow, Realtor.com, et al.) and CLIENT is not liable for such use beyond license expiration.

PHOTOGRAPHER reserves the right to 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.

* Licensing terms for custom photography projects with other commercial clients are tailored according to the project estimate and can be found in that document as well as on final invoices.

Payments & Delivery

Payment for real estate imaging services is due before media delivery, and can be made securely online via credit card (processed with Stripe). The PHOTOGRAPHER agrees to deliver final images digitally by 5:00PM the next business day after the shoot. Video will be delivered no later than 5:00PM on the 2nd business day after the shoot.

Rush Delivery is available for Photos for an additional \$50.00. The photos will be delivered by midnight on the day of the shoot.

Rush Delivery is not available for Video Walkthroughs.

If other arrangements are requested they must be made in writing at least 48-hours before scheduled time of service. Commercial projects are invoiced at image delivery with specific billing details laid out in project estimates.

Cancellations & Weather

Cancellations must be made at least 24-hours before scheduled photoshoot start time. Real Estate Photoshoots cancelled with less than 24-hours notice may be subject to a cancellation fee of \$75.

Weather-related cancellations are subject to the terms above. Some weather conditions can adversely affect exterior home photo quality or prevent safe drone flight. In the event of unfavorable weather, the interior photos will be photographed as planned. Alternate arrangements will be made for exterior or aerial re-shoot and additional fees may apply unless full cancellation is made at least 24-hours in advance. When weather is dry but blue skies are not present PHOTOGRAPHER will provide blue sky replacements on primary exterior images.

Property Condition

Photoshoot prep guidelines are available [here](#).

CLIENT will ensure that the listing is clean and ready for photography at time of service.

PHOTOGRAPHER is not responsible for cleaning, dusting, changing lightbulbs, or the moving of furniture, but may adjust window coverings, pillows, 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 fully confined and 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.

Additional Terms

Travel fees are waived when property address is measured to be 30 miles or less from business address of PHOTOGRAPHER. For locations beyond 30 miles, travel fees will be calculated at the time of photoshoot booking.

Final images are backed up by FlyBri Visuals, and are available to be re-delivered until 1 Year from date of delivery. Photos are not guaranteed to be available beyond that time frame. It is recommended that Client makes a local backup of the images to use for the duration of the listing. Once Client's contract with the homeowner has ended (property is sold, cancelled or picked up by another agent), the license expires so Client should delete their backup at that time.

Have more questions? Please see our [FAQ](#) or [Contact Us](#) to discuss.