

EdMPhotography Production Services Terms and Conditions

Ordering photographic, 3D tour, and video services from EdM Photography you agree to the following Service Agreement for Digital Imagery. Please let us know if you have any questions or need any additional information. Thank you for the opportunity to work together and create beautiful photographs and videos for your marketing activities. See Paid Invoice for the Property address and start date Production Services are authorized.

Rights and Usage

- Photographs, 3D tours, Floor Plans, Videos, and all marketing materials [Production Services] are intellectual property protected by US Copyright law. You aren't buying the photos or video from us; we license the exclusive usage of that content to you for the duration of your listing contract. Production Services 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 the license is granted only to the Client and 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.
- Images delivered are licensed to the "licensee" for:
 - License does not take effect until payment is made in full.
 - The purpose of listing and marketing a property with the property owners' consent
 - Only the "licensee" has permission to use the delivered images on any electronic or printed form of advertisement for the promotion of the property.
 - Builders, stagers, designers, or "third parties" that wish to use images must contact the photographer directly for licensing and fees. In addition to payment a property release must be obtained from the homeowner by that third party.
 - Images cannot/will not be made available to another agent who takes over an expired or withdrawn listing unless agreed upon by all parties involved.
 - You don't own the content and can't give, gift, or resell the content to any other entity and like any other form of advertising, you cannot recoup your expenses by "selling" the photos to another party. If any other person or entity wants to use photos that we took, they need to re-license them from us with your permission.
- The photographer who has taken an image is the copyright holder of the image and retains all copyrights expressed and implied otherwise for all images taken.

Scheduling, Arrival Time, Cancellation, No-Show and Inclement Weather Policy

- Please allow for a 10-15 minute window for arrival as shoots are often back to back and unexpected things, like traffic, can pop creating delays.
- The weather is unpredictable and there may be times services cannot be completed. The decision to keep the appointment or reschedule is up to the agent and/or the homeowner. If the decision is to proceed with photography we will provide the best images we can. If additional outdoor photos are required on a better weather day, our standard re-shoot fee may apply. No, reschedule fee will be charged in the event of bad weather.
- If you absolutely need to cancel, please don't wait until the last minute. We understand sometimes rescheduling is unavoidable and will happen the day of the shoot. We will allow up to 1 reschedule per listing at no cost. Any additional reschedules or cancellations may incur a rescheduling fee

People on Location

- The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the project. If a Client or Brokerage representative is not present, the Photographer's interpretation shall be deemed acceptable.
- Homeowners and agents are welcome but not required to be at the location during the photo session unless the home is occupied by renters.
- The Agent and/or Homeowner is requested to be onsite at the time of the photoshoot when occupied by renters or when children under the age of 18 are onsite.
- Due to COVID-19 it is recommended that only the listing agent and/or assistants may be present at the shoot. This is not just for our safety in a COVID-19 world, but to help us stay efficient and free from distraction. Photographer will wear a mask and use hand sanitizer during the photos session.
- Open floor plans can make it difficult to photograph when there are more than two people in the home. Also, when doing a virtual tour, 3D tour or video, nobody can be in the room or visible in mirrors or windows.
- It is highly recommended, however not required, the pet be removed from the home at the time of the scheduled appointment.

At the Shoot

- Please be sure the home is ready prior to the scheduled shoot time. The more prepared the home is the less time will be required. See "Home Prepared Suggestions".
- The photographer will make a reasonable effort to remove litter, stray objects, etc. from the rooms; however please note that this does not include things like making beds or arranging furniture. Agents are expected to have the property staging and cleaning completed prior to the photoshoot.
- All properties will be shot "As-Is." Your input is important when choosing the best rooms and angles to photograph. Absent your input, the photographer will use his/her best judgment and experience to decide how best to photograph the property.
- If the agent and/or homeowner has a preference on how things should be photographed, please let the photographer know, otherwise please trust and accept the outcome of our decisions.
- The photographer may move small items from counters or tables however for liability photographer does not handle any cleaning or moving large items like furniture.
- The agent and/or homeowner shall ensure that there are no hazards to the photographer's safety.
- The photographer will work with agents and/homeowners with regard to pets, but the photographer is not a pet wrangler.
- Generally we will be photographing through the entire home. We do not usually include utility rooms, closets or garages, but if you would like those included please let us know prior to the shoot.
- Photographer will not move anything in the home occupied by renters and the Agent and/or Homeowner is requested to be onsite at the time of the photoshoot.
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Media Storage

- We will save photo content as long as the listing is active and for up to 6 months.
- 3D tour and video content for up to 3 months or after the listing has closed or been canceled. After this, the content will need to be re-created at full cost.

Floor Plan

- Floor Plans are created using a laser measure, software, and/or data generated from a camera rounding to the nearest whole number.
- Floor Plans are provided without warranty of any kind and only to be used as a visual guide of the home's general layout.
- Listing Agent and EdM PHOTOGRAPHY disclaims any warranty including, without limitation, satisfactory quality or accuracy of the dimension. Symbols or notations of appliances, windows and/or doors only denote the current or possible placement and/or connections. Please refer to the Inclusion and Exclusion and report from the homeowner and in-person inspection for information for more information.

Billing and Payment

- We work hard to get your images back to you as soon as possible, so we ask that you provide payment as soon as possible.
- Full payment is required at the time the photos are delivered however can be made on-site by Cash, Check, or Venmo. Credit card payments can be processed on the site where they can be downloaded.
- That said, we still give 30 days before we issue a late payment fee of 10% of the invoice total and we will only issue that if you don't respond to our notices.
- The photo licenses are not released or authorized until payment is received in full.
- Failure to pay for the images will result in copyright infringement. You will be asked to remove the image from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.
- Please mail checks payable to EdM Photography and Payment is due at the property on the day of the shoot.

Thank you for taking the time to read our terms and agreement. If questions arise feel free to contact me directly.


EdM Photography, all rights reserved. Revised 09/01/2020

Property Address: _____ See Paid Invoice _____

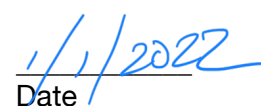
_____ Listing Agent Name

_____ Listing Agent Signature

_____ Date


Photographer
EdM Photography LLC


Photographer Signature


Date