

## TNHometour General Terms & Conditions

Upon the arrival the photographer the home should be ready for the photo shoot. All ceiling fans should be off, all lights should be on, vehicles hidden or removed from the property, blinds should be adjusted open parallel to the floor or tilted up at an angle if trying to hide the view prior to our arrival. It is understood that the photographer will shoot the home as is and not be making modifications to any items to limit contact. There should not be any moving of furniture or staging while we are on site. For the safety of all parties involved, there should not be any contractors, trades, showings scheduled during the time of the shoot. We reserve the right to cancel the shoot if these items are not adhered to. It is strongly recommended that homeowners make plans to be out of the house for the duration of the shoot to allow us to do our job effectively and efficiently.

The photographer will do their best to minimize the touching and/or contact of anything in the home. The photographer will be using hand sanitizer, gloves, and cleaning their equipment between jobs. It is understood that there will be a need in most cases to open and close doors and the home owner may wish to sanitize for their own protection.

The home should be tidy and clean. Please have all clutter removed, put extra "stuff" away. The beds should be made and furniture should be dusted. Mirrors and windows should be clean. If you don't want something in the photo please remove it PRIOR to the arrival of the photographer.

- 1) If the photographer cannot adequately shoot the property once they arrive due to reasons beyond our control (such as, but not limited to a) unable to gain access to the property b) excessive clutter and mess c) unrestrained animals) you will be charged a 50% fee of the price of the shoot. Please review the home prep guide and make certain arrangements have been made to access the property prior to scheduling a shoot.
- 2) It is the Realtor and/or home owner's responsibility to have the home in photo ready condition prior to the photographer arriving. The photographer may make minor adjustments to improve the shot, but they cannot move furniture or make significant changes, clean the home, etc. Be sure to read the home prep guide several days prior to your shoot to make sure you are ready to capture the best photos possible.

- 3) **Cancellation Policy:** If, for any reason, you are unable to keep your scheduled appointment please give 24 hours notice so we can reschedule you at a more appropriate time and open your time slot to others. Cancellations with less than 24 hours notice may incur a \$50 cancellation fee. Cancellations made within 4 hours of the scheduled appointment will incur a 20% fee. Cancellations made on site or en route will be assessed a 50% fee. Please note that we do not charge to reschedule due to poor weather but the assessment to cancel must be made prior to our arrival. **Refunds** will be made back to your card minus the 2.9% + \$0.30 transaction fee that we incur from our payment processor.
- 4) Please make any special requests known to the photographer before the shoot begins, including specific shots, angles and the like. Otherwise the photographer will shoot the home based on experience, the home's condition, lighting and several other factors to get the best possible shots. That sometimes means making compromises when it is necessary to shoot around things or compensate for the angle of the sun.
- 5) **Turnaround time** is next business day for residential projects involving photography and video. Matterport 3D is typically a next day turn around, although we do not control how fast the 3D model is processed. Turnaround for 3-5 business days for commercial projects.
- 6) **Payment** is due at the time of the shoot by check or credit card. For your convenience you may pay securely online with a credit card when booking your shoot.
- 7) In the event of unfavorable weather on the day of your shoot, you may opt to reschedule for our next available opening without incurring a fee. You may also opt to proceed with the shoot as originally scheduled regardless of weather conditions. In this case please understand that your photos will reflect the weather conditions at the time of the shoot - clouds, rain, etc. In severe weather conditions we cannot risk the safety of our photographer or damage to the camera equipment. Should a shoot not be able to be completed due to severe

weather we will work with you to find the earliest possible date to complete the shoot.

- 8) **Hosting** for single property web sites (branded and unbranded) is provided for a period of **one year** from the date the shoot is completed. We recommend you always back up your listing photos as the content will be deleted from our servers after a period of one year. Let us know if you need to extend the hosting period so that we may discuss options with you. **Matterport tours are hosted for a period of one year** from the date the scan is completed. Matterport tours may be transferred upon request to your own Matterport account should you desire to host longer than a period of one year.
- 9) **High rise** building exteriors are not shot with apartment/condo bookings. Packages quoted include interior/balcony shots of the unit being photographed. Amenities and common areas are not included, but may be captured for an additional fee if the building management allows photography of those spaces. Please ensure we have access to amenities/common areas prior to booking.
- 10) **Duplex** listings where two or more units are to be shot **must be booked separately**. (e.g. 100 Main St Unit A, 100 Main St Unit B) We will make every effort to shoot them concurrently on the same day, but they are treated and priced as individual projects.

11) **Artistic style:** On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with our portfolio and is requesting Services with knowledge of the our style; that our work is constantly evolving; that our services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use their personal artistic judgment to create images consistent with their personal vision of the property, which vision may be different from the Client's and /or the Homeowner's vision of the property. Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or aesthetic criteria.

**Photo Rights and Usage for Real Estate Photography:** Images are for original payor's use ONLY. Please refer interested third parties to TNHometour. None of the images, video, or 3D content created at the direction of payor shall constitute a "work-for-hire." **TNHometour retains**

**all copyright ownership to all images and/or videos.** Payment of this invoice entitles the payor to a non-exclusive, single use of images, video, and 3D content in print- and web-marketing only for the property listed. This single use license is not transferable without expressed written consent. Payment of the invoice constitutes a binding agreement under these terms.

Images will not be sold to another agent who takes over an expired or withdrawn listing without permission from all involved parties. If an agreement to release content is reached the new agent shall pay full price for the convenience of having all content transferred to them and the original client will receive a 50% refund once payment from new agent has been received.

Failure to pay for the images will result in a copyright infringement/violation. 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.

**Photo Rights and Usage for Builders, Stagers, Designers, Home Owners, and others:**

**Builders, stagers, designers** and others who wish to use images taken by our photographer should contact us for specific licensing information. The commercial-use licensing fee may vary by project and number of images you wish to license.

In addition to fees paid to TNHometour a property photography release will need to be obtained from the homeowner if the location was occupied at the time of the shoot and contains personal property.