# Terms and Conditions

## At the shoot

**You, or someone authorized by you,** should be present at the shoot to discuss important elements of the property or areas not to be photographed.

Agents are expected to have the property ready and staged prior to the shoot. We are not responsible for moving, changing, altering objects in photos that were not moved. We are not responsible for moving any furniture, decorations, art, carpets or any other objects within a home in order to successfully take a photo. The property shall be cleaned PRIOR to our arrival. We are not responsible for altering objects in images/video where they could have been easily removed prior to our arrival.

**All properties will be shot AS IS.**

We not responsible for you or the homeowner’s property under any circumstance, particularly in instances where objects prohibit the photographer from obtaining the correct shot of a given space.

We are not responsible for any risky behaviors in order to successfully capture a photo or video. We reserve the right to use common sense judgement in all cases where our safety can and will be compromised.

We are not responsible for locking doors, windows, or other access points in the property and is under the full responsibility of agent, or assigned person, to do so. We are also not responsible for turning lights off, fireplaces on/off etc. after our departure.

**All payments must be made in full before any editing takes place. The turnaround time starts when then invoice has been paid in full.**

## After the Shoot

Once the images have been shot, the photographer will edit the shoot and select the best images. These will be optimized for quality and delivered to you within 1 – 2 business days, unless otherwise specified.

## Cancellation, No-Show and Inclement Weather Policy

If cancellation or rescheduling is necessary, please do so with a minimum of 24 hours notice. Any shoot canceled or rescheduled within 24 hours of a confirmed appointment is subject to a $50.00 cancellation fee. **Half the price** of the shoot will be charged to any cancellation within 2 hours of the scheduled time.

**Arriving late, beyond 30 minutes** to an appointment will be considered a cancellation and will be billed at the **full rate** of the shoot. Every effort will be made to accommodate a reschedule. In the event of inclement weather, the shoot will be rescheduled at the earliest time possible.

## Rights and Usage of Images

All images produced for an agent or broker (hereafter referred to as Agent) may be used by that agent for any and all marketing materials and campaigns associated with the property and the Agent’s self-promotion. The photos may also be used by the Agent’s parent company for the sole purpose of marketing the property photographed. Please note however, that the images will be copyrighted and owned by Patrick Fleming. Licensing is granted to the Agent, and the Agent’s parent company, not to any third party for profit or use for anything other than the subject property photographed and agent’s self-promotion. Any usage of the images by a third party, including but not limited to architects, builders, stagers, designers, sellers or buyers, other agents is strictly prohibited unless approved in writing by Patrick Fleming. The license is terminated when the property has sold or when the Agent’s listing contract with the property owner comes to an end.

Patrick Fleming reserves the right to all media delivered to the Agent. This means that we can use all finished photographs/videos on all forms of social media as well as print marketing, digital marketing and web content. This includes our website and any promotional material. We may use content we provide you at any time without consent.