

TERMS OF SERVICE

By ordering services from Home Photo Pro REP, you agree to the following Service Agreement for Digital Imagery Products. These terms are subject to change without notice.

Cancellations: All scheduled Real Estate photo shoot clients must provide 24 hours notice of cancellation before the scheduled appointment. Home Photo Pro REP reserves the right to charge an \$85 fee for all cancellations under the cancellation period.

Unable to Shoot Fee: The client is solely responsible for the preparation and condition of the property to be photographed. If Home Photo Pro REP determines that the site is not properly prepared; cannot access the home; or that preparation of the property will delay the photographer, we reserve the right to cancel the appointment and charge a \$85 cancellation fee.

Property: It is our policy that the photographer shall not stage or move anything on the property, however Home Photo Pro REP will, at the photographer's discretion, adjust minor things such as window coverings, pillows or turn on or off lights as deemed necessary to better capture the scene(s) and move small items that may be distracting in the photo.

Photographers will do their best to ensure that all significant aspects of the property are photographed unless the condition of said aspect has a negative impact on the property. This shall be left solely up to the photographer's discretion, unless specific aspect(s) of the property are specifically requested by the agent or the homeowner.

Once the home has been photographed, the service may not be canceled. The agent will be charged the full price of the package ordered. In addition, the Photographer will not retouch images in order to disguise any known defects and/or physical structures such as cracks in walls or driveways, power lines, water towers, etc.

The homeowner shall ensure that there are no hazards to the photographer's safety.

The photographer will do everything to ensure pets stay inside, but are not responsible for pets that escape the property during the photography session. Homeowners should ensure pets are supervised and out of the camera's view.

Quality: Home Photo Pro REP will provide the client with the highest quality of service and images possible. However, the quality is limited to the subject being photographed. In other words, a messy, dirty house will produce a high quality photo of a messy, dirty house.

Time Limits: Photo shoots are scheduled for a finite amount of time. Extreme overrun of this time may incur an hourly fee of \$85/hour if determined not to be the fault of Home Photo Pro REP.

Force Majeure: Home Photo Pro REP is not liable for any service interruption or cancellation due to weather or Force Majeure.

Retakes and Rainy Day Policy: If the weather threatens to prevent photography, it is the client's decision to continue or to reschedule. If the client decides to continue the photography session, please know that outside shots will not be done under unfavorable weather conditions. The charge to come back to shoot the exterior will be assessed according to the amount of shots to be taken.

Arrival Time: Home Photo Pro REP shall notify any client of a late arrival. Although we aim to be on time to every appointment, we cannot control the traffic, weather, or other factors that may cause a delay. We will make every effort to keep within our allotted time slot and to arrive as scheduled. Extreme lateness due to circumstances beyond our control may be eligible for a discount on the next service.

PROFESSIONAL SOUTHWEST FLORIDA REAL ESTATE PHOTOGRAPHY

Liability: Home Photo Pro REP is not liable for the failure of income of any marketing material we provide.

Online Availability of Product: Home Photo Pro REP utilizes third party services to host our virtual tours and photos. Although we have chosen vendors with high availability, routine maintenance and server outages are beyond our control. We assume no responsibility for these outages, but will work to resolve the issues as quickly as possible.

Alterations of Photos: No alteration of photos produced by Home Photo Pro REP is permitted by anyone other than Home Photo Pro REP beyond resolution changes. No use of Photoshop or other image altering software is permitted on any product by the client or associates.

Additional Fees: Any work requested outside of the planned service may incur an hourly fee. This includes additional time on site, and alteration to photos beyond the true scene.

Product Turn-around: Home Photo Pro REP guarantees a 24-48 hour turn-around on listing photography from the time the photographer leaves the property. Delivery times on products other than listing photos varies and is not guaranteed within 24-48 hours.

Client Cooperation: We do our best to get you a finished product as soon as possible. At times this requires cooperation and information from the client in a timely manner. We assume no responsibility for delay of deliverables due to client delays.

Payment Policy: Home Photo Pro REP operates on a fee for service basis, all monies owed are payable upon delivery of images, irregardless of the sale of the home or other conditions. We accept online credit/debit card payment via PayPal invoicing (standard fees apply) or check. The service charge for returned check collection is \$35.00 per item, regardless of the amount of the check or the reason it was returned.

Service Area: Travel up to 40 miles in one direction from Home Photo's location in Fort Myers is included in all photo packages. Any trip longer then 40 miles will incur a travel charge of \$35.

The exception to this rule being Sanibel and Captiva Islands. Due to long travel times, properties located on Sanibel and Captiva Islands will incur an automatic \$35 travel charge. The SANCAP Travel Fee can be waived if 2 properties on Sanibel/Captive are shot back-to-back on same day.

Guarantee: If for any reason you're not 100% satisfied with Home Photo Pro REP's photo services, you will be completely refunded in full. No questions asked! No guarantees can be given for third party services.

Copyright/Licensing: Home Photo Pro REP retains the copyright protection of all digital images; and reserves the right to use all images for promotion and advertising of Home Photo Pro REP .

The Realtor, as the original licensor of the photos has permission to use images in any matter directly related to the marketing of the property, for the life of listing as long as with original agent. Realtor may also use licensed photos to promote themselves and their business on Social Media and through their company website.

Realtor agrees not to sell, distribute, modify, license, or give away photos to any third parties, such as sellers, builders, remodelers, magazines, publishers or other websites, unless expressly permitted by Home Photo. Failure to pay for images by any third party will result in a copyright infringement/violation. Please address any questions or inquiries by others directly to Home Photo Pro REP.

Client Signature _____ Date _____