

## **Terms Of Service - Virtual Realty, LLC**

Virtual Realty, LLC/Jon Javier (*PHOTOGRAPHER*) retains the copyright for all photographs and other digital services created in the course of doing business and all images on the Virtual Realty, LLC 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 License expires once property has Sold, Expired, or is Withdrawn.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 owner, other broker/agent/Realtors, builder, architect, stager 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 NWMLS and syndicated to other property listing sites (Zillow, Trulia, et al.) and *CLIENT* is not liable for such use beyond license expiration.

*PHOTOGRAPHER* may re-license real estate images to other agents or for commercial use by developers, builders, designers, vendors, or other parties with or without *CLIENT'S* permissions.

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### **Payments & Delivery**

Payment for real estate imaging services is due at time of service. If other arrangements are requested they must be made in writing at least 48-hours before scheduled time of service. In some cases payment may be made after services.

When full payment is collected at time of service, *PHOTOGRAPHER* agrees to deliver final images digitally within 24-hours of photoshoot start time. For other payment arrangements, *PHOTOGRAPHER* agrees to deliver final images digitally within 24-hours of receipt of full payment.

Other services may take 24 - 72 hours, depending on the complexity of the order.

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### **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 will be subject to a cancellation fee of up to \$50. Weather-related cancellations are on a case by case decision but may be subject to the terms above.

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### **Property Condition**

*CLIENT* will ensure that the listing is clean and ready for photography at time of service. *PHOTOGRAPHER* is not responsible for cleaning, dusting, making beds, changing light bulbs, or moving furniture but may need to adjust window coverings, move small items or turn on/off lights as necessary. *CLIENT* shall ensure that there are no hazards to the photographer's safety or health and that pets are confined out of view. If the *PHOTOGRAPHER* feels that these needs are not met, the *PHOTOGRAPHER* may photograph AS IS or decline to shoot the property upon contacting the *CLIENT*.

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### **Additional Terms**

Travel fees are waived when property address is measured to be 40 miles or less from business address of *PHOTOGRAPHER*. For locations over 40 miles away, a travel charge of \$35-\$50 may be applied. For locations beyond 60 miles, travel fees will be calculated at the time of photoshoot booking.