

Terms and Conditions for Real Estate Photography Services

The following terms and conditions govern the provision of real estate photography services by Updraft Media, LLC ("PHOTOGRAPHER") to the commissioning real estate broker or agent ("CLIENT"). By engaging the services of PHOTOGRAPHER, the CLIENT agrees to be bound by these terms and conditions.

1. Copyright and Image Licensing:

- Updraft Media, LLC retains the sole and exclusive copyright to all digital images created in the course of doing business and all images displayed on its website.
- Upon full payment for the services rendered, the CLIENT is granted a non-exclusive, non-transferable license to use the property images for the promotion of the specific property for which the services were commissioned. This license is valid only while the CLIENT actively manages the listing of the property and extends to all forms of media used for such promotion.
- The image license automatically expires upon the earliest occurrence of one of the following events: the property is sold, the listing expires, or the listing is formally withdrawn.
- The CLIENT is strictly prohibited from editing, altering, or modifying the delivered images in any manner whatsoever, with the sole exception of minor cropping and/or resizing necessary for display purposes. Any other alterations must be performed exclusively by the PHOTOGRAPHER.
- The CLIENT is expressly forbidden from giving, licensing, or selling the images to any third party, including but not limited to the property owner, other brokers, agents, Realtors, builders, architects, stagers, or any other vendors.
- Violation of these copyright and licensing terms constitutes copyright infringement under the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512(c), and may subject the CLIENT to legal action.
- The PHOTOGRAPHER acknowledges that the CLIENT does not control how images are shared or syndicated by the Northwest Multiple Listing Service (NWMLS) and other third-party property listing websites (e.g., Zillow, Trulia). Therefore, the CLIENT shall not be held liable for any use of the images by these platforms beyond the expiration of the license granted herein.
- The PHOTOGRAPHER reserves the right to re-license the real estate images for separate commercial use by developers, builders, designers, vendors, or other interested parties. Such re-licensing will be governed by a separate written agreement directly between the PHOTOGRAPHER and the prospective licensee.

2. Payments and Delivery:

- Upon completion of the photography services and delivery of the digital materials, the CLIENT will be prompted to make payment via the accepted Debit/Credit card methods. The digital materials will become accessible for download only upon successful payment.
- Clients who anticipate any difficulty in making payment at the time of material delivery are requested to contact the PHOTOGRAPHER in advance to arrange an alternative payment solution.

3. Cancellations:

- Cancellations of scheduled real estate photoshoots must be communicated to the PHOTOGRAPHER at least twenty-four (24) hours prior to the scheduled photoshoot start time.
- Less than twenty-four (24) hours prior to the scheduled photoshoot start time will result in a seventy-five dollar fee (\$75.00).
- Same day cancellations will result in half of the job fee.

4. Weather Policy:

- **Drone Work:** In the event of rain or other adverse weather conditions that prevent safe and effective drone operation, the drone portion of the photoshoot will be rescheduled for the PHOTOGRAPHER's next available date and time.
- **Projects without Drone Work:** Interior photography services will proceed as scheduled, even on rainy days. However, if it is actively raining for the entire duration of the scheduled photoshoot, exterior photographs of the property cannot be provided on that day. The PHOTOGRAPHER will return to the property to capture exterior photographs at the next available time. This return trip may be subject to a trip fee, the amount of which will vary depending on the property's county.
- **Client Postponement Due to Rain:** The decision to postpone a photoshoot due to rain rests with the CLIENT who scheduled the appointment. If the CLIENT chooses to reschedule due to rain, they are responsible for initiating the rescheduling process. If the PHOTOGRAPHER travels to the property and the CLIENT then decides to cancel or reschedule due to rain, a trip fee will be charged to compensate for the PHOTOGRAPHER's time and travel expenses.

5. Client Responsibilities:

- The CLIENT is responsible for ensuring that the property is clean, presentable, and ready for photography at the scheduled time of service.
- The PHOTOGRAPHER is not responsible for cleaning, dusting, changing light bulbs, or moving furniture. However, the PHOTOGRAPHER may, at their discretion, make minor adjustments such as adjusting window coverings, moving small decorative items, or turning lights on or off as deemed necessary to enhance the photographs.
- The CLIENT shall ensure a safe working environment for the PHOTOGRAPHER, including ensuring that there are no hazards present on the property and that all pets are securely confined and out of view during the photoshoot.

6. Image Integrity:

- The PHOTOGRAPHER will not perform retouching on images to disguise known defects or permanent physical structures of the property, such as wall or floor blemishes, driveway cracks, or power lines. The photographs will accurately represent the property's condition at the time of the photoshoot.

7. Property Readiness:

- If the property is not reasonably photo-ready upon the PHOTOGRAPHER's arrival, the PHOTOGRAPHER will proceed to photograph the property in its current condition. Alternatively, at the CLIENT's request, the photoshoot may be rescheduled. Appointments that are rescheduled after the PHOTOGRAPHER has arrived at the property will incur a rescheduling fee of seventy-five dollars (\$75.00).

By proceeding with the photography services, the CLIENT acknowledges that they have read, understood, and agree to these Terms and Conditions.

Additional Terms

Final images are kept in your personal Aryeo account for 1 year. Photos will no longer be available beyond that time frame. Any corrections must be submitted within 72 hours of delivery of materials. After that time, the corrections are subject to a \$75 fee. Have questions? Contact Us to discuss.