



**JSM PHOTOS**

real estate photography x lifestyle portraits x gallery prints

## **Real Estate Photography Terms and Conditions**

These Terms and Conditions contain the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties or with representatives of the photographer. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. These Terms and Conditions apply to an order with JSM Photos LLC for the services as defined in the invoice to which they are attached.

### **1. Scope**

The Photographer grants the Client to provide services and digital images for the property as defined in the corresponding invoice.

The service is scheduled on the date as defined in the invoice.

The service includes photos of the exterior, living room(s), dining room, kitchen, bedroom(s), and bathroom(s).

The service includes basic editing (contrast, toning, cropping, exposure). Sky replacement will be used if necessary to maintain integrity of image(s).

The Photographer grants to provide the number of Property photos as defined in the invoice.

### **2. Payment Terms**

Customer will pay Photographer a total fee as defined in the invoice.

Payment of the final balance is due within 24 hours after the service, and in any case, no later than the final photos are delivered to the Client.

The Client will reimburse the Photographer for any reasonable expense with prior approval. These expenses can include travel expenses, extra post-production,

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high-resolution photos for large prints, or any additional request made before, during or after the service.

### **3. Cancellation Policies**

If the Photographer cannot perform the services as invoiced due to weather or in case of illness or emergency, then the photographer shall reschedule the portrait session and credit all monies towards the new session date.

Client understands that by entering into this agreement, Photographer is foregoing other jobs. In the event of a cancellation by the Client, the fee paid is non-refundable. In the case of postponement, all monies shall be credited towards the new date. 48 hours notice of postponements are greatly appreciated. A \$50 fee may be assessed for postponements made within 24 hours of the shoot that are not due to weather or acts of God.

For Client cancellation within 24 hours of the shoot date, Client may incur a charge for 100% of the fee.

### **4. Delivery**

The Photographer grants to deliver digital Property photos, in the resolution of 2500 pixels on the long edge, in JPEG format to Client no more than 48 hours after the shoot.

The Photographer guarantees that the resolution will be adequate to the requirements of every MLS service, OTA and personal websites.

If payment has not been made at time of delivery, the Photographer will send photos with a watermark for review. The Client will notify within 1-2 business days if the photos are suitable for their needs or if they have other requests.

After the final payment, the Photographer will send the Client an email with a link and instructions about how to download the Photos.

### **5. Requirements**

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The Client is the only responsible party for the adequate preparation of the Property. These preparations include cleaning of all the spaces, cleaning of the pool, cutting of the lawn, and removing any personal items and clutter for best representation of the property.

It's the Client's obligation to prepare the Property before the arrival of the Photographer. In no event, the Photographer will be liable for inadequate presentation.

In the case the Property is not ready at the date, the Photographer has the right to refuse to shoot and hold the deposit, or shoot the Property in its actual conditions.

## **6. Rights**

The Photographer remains the only owner of all photos produced.

The Client is permitted to reproduce, publicly display, and distribute the Photos for MLS usage and related media to promote the Property. The Photos cannot be reproduced by a third party for purposes not related to the promotion of the Property.

Only the original Client is licensed to use the Photos and that license is non-transferable. If the Client is a homeowner and later decides to hire an agent, that agent would need to re-license the Photos to use them. Agents may not transfer the license of the Photos to another listing agent without relicense fees.

The Client has the right to reprint/post all photos provided to them in unlimited media to market the property in any manner for one year or until the property closes, whichever comes first. After that period, the Photos must be relicensed or a new shoot ordered. The Photographer does not retain image files for longer than 12 months after the date of service.

The Photos may be re-licensed to another person or entity besides the Client without any modification for a fee of \$3 per image.

The Photographer is permitted to reproduce and distribute the Photos of the Property, with the sole purpose of promoting their own business. The Photographer is not permitted to give or sell the Photos to other parties or distribute them through stock photography channels without prior approval from the Client.

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After a property sells and if the Client would like to continue using a photo(s) on their website or marketing materials, permission must be given from the Photographer prior (this does NOT include photos already posted to Social Media). A small watermark may be added to these images.

Any modification of this license must be with the express permission of the Photographer, and may require the payment of additional fees.

## **7. Disputes Resolution**

Any dispute arising out of these Terms and Conditions shall be resolved by negotiation. If Parties are unable to resolve the dispute by negotiation, may be maintained only in courts physically located in Florida, and the Parties hereby consent to the personal jurisdiction of such courts.