

## **SERVICES REQUEST AND PREPARATION**

To ensure the best final product satisfaction, please be sure to submit your project order through our booking platform.

Select your desired date and time of your property/service shoot.

Make sure you when creating your project booking order that the date, time desired package/service is selected.

Confirm with sellers 24 hours before the shoot. Any cancellations should be notified 24 hours before to avoid cancellation fees.

Verify the property is ready for the shoot.

For liability purposes the Carolina Home Photos team will not move furniture, open blinds, remove signs or objects from the property premises.

Client must ensure that all covid 19 measures are met before the team arrives to the site.

All pets should be removed from the areas being photographed.

## **SERVICE OF WORK CHANGE**

Client agrees and acknowledges that any alterations the day of the shoot of selected services or package may increase the timeline and cost of the Services. Should a change be requested parties will work in good faith to adjust the timeline and costs accordingly.

## **SERVICE PRODUCT DELIVERY**

Once the shoot is booked Carolina Home Photos turn around delivery is as follow:

Same day turnaround of website, HDR photos, Drone photos.

Next Day delivery of Twilight photos, 3D Matterport and videos.

Up to three-day delivery of Virtual Staging and Matterport floor plans.

## **PROJECT AVAILABILTY**

Photos, websites, and walkthrough videos will be available online for one year from the date of the shoot. Any extensions will be subject to a one-year extension fee.

Matterport 3D scans will be available until the status on the property has changed to either "sold" or "off market" based on current online information, i.e., Realtor.com, Zillow, etc. Matterport scans can be re-activated for up to one year from project shoot date by contacting CHP. Any extension beyond one year will be subject to the current project extension fee.

## **PAYMENT AND LATE FEES**

Project payments are due at the time of booking. All project adjustments i.e., measurements over square footage entered by client, project add-ons, etc. are due the day of adjustment. Any outstanding balance past seven days of project shoot date will incur a 15% late fee and be billed to the credit card on file.

## **CANCELLATION, POSTPONEMENT and REFUND FEES**

All project cancellations must be completed no later than 24 hours before time of the shoot. Last minute cancellation will incur in a \$150 fee.

When a member the Carolina Home Photos team arrives at the scheduled shoot and cannot proceed with the shoot due to the property not been ready or as desired by the Client a 50% fee of the total project will be applied to the invoice.

Project cancellations that require a refund will be subject to a 3% credit card refund fee and will be processed by the end of the current business week.

### **WEATHER**

In case of any weather inclemency on the shoot date, the date and time can be changed upon availability with no additional charges to original project.

### **REVISIONS**

We offer two complimentary video edits within the next two business days of the edited content delivery. Request not submitted within this timeframe will incur in a \$75.00 fee. After the second revision, any additional revisions will incur a \$100 fee/each.

### **PRODUCT OWNERSHIP & USAGE**

All created material/product at Carolina Home Photos including but not limited to ideas, inventions, photos, videos will remain exclusively property of Carolina Home Photos. Carolina Home Photos reserves the right to use any material/product, photos, videos, promotional digital and printed material for marketing purposes.

Stagers, Builders, Designers or any third party that would like to use any of the product/material created at Carolina Home Photos needs to notify and request permission and approval. Photos/ videos/ promotional printed, digital content created at Carolina Home Photos cannot be used without permission. Builders, stagers, designers, and others who wish to use images taken by our photographer should contact us for specific licensing information.

The original agent who paid for this service has permission to use these images on any electronic or printed form of advertisement for the promotion of that property. The licensing agreement is valid only for the duration the home/property listed for sale and cannot be reused without specific written permission.

Images cannot be sold to another agent who takes over an expired or withdrawn listing. Failure to pay for the images will result in a copyright infringement/violation. You will be asked to remove the image from any electronic or printed form of advertisement.

Failure to stop using them will result in legal action.

### **SOCIAL MEDIA**

The Client can use delivered edited content of the project photos, videos and the social video edited version on their social media platforms as long as copyright mention is given to Carolina Home Photos.

### **MEDIA RELEASE**

I hereby grant Carolina Home Photos the irrevocable right and permission to use the finished photographs and/or video recordings, websites, publications, promotional flyers, or any final product for promotional purposes for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and digital files are and shall remain the property of Carolina Home Photos. I hereby release, acquit, and forever discharge Carolina Home Photos, its current and former trustees, agents, officers, and employees all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name.

#### **SEVERABILITY**

It is the intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, or sentence is found to be illegal or unenforceable for any reason, such word, phrase, or sentence shall be modified, deleted or interpreted in such a manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement as modified, enforceable and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

#### **ACKNOWLEDGEMENT**

This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Please report all violations of this TOS to Carolina Home Photos as follows:

Mailing Address:

Carolina Home Photos

433 Paperbark Ln

Rock Hill, South Carolina 29732

Telephone: 803-367-3478 Email: [don@carolinahomephotos.com](mailto:don@carolinahomephotos.com)

Revised 1/1/2022