

## TERMS & CONDITIONS

Updated 9/16/2024

### **Property Readiness:**

**The Client is expected to have the property “camera ready” prior to the beginning of the arrival window. This includes all cleaning and furniture staging.**

We ask that you and your clients review our [Getting Ready checklist](#).

If the Photographer arrives at the appointment and the home is not ready, the property will be shot “As Is”.

We value your feedback and input for choosing the best angles to photograph the property. If you would like to give input, please meet the Photographer at the beginning of the appointment or add notes in the “comments” section of the order.

Absent your input, the Photographer will use his/her best judgment and experience to decide which angles will best highlight the property.

### **Order Details & Accuracy:**

The Client is expected to have accurately entered or communicated all pertinent information at the time the order is placed. We reserve the right to update incorrect information and adjust the pricing of the order to accurately reflect the order (ex. The client enters that the property is 2200 square feet but it is actually 3400 square feet).

Our pricing reflects the cost for a single dwelling in a residential household. For commercial or multi-unit properties, please contact our office for a personalized quote.

### **Reschedule/Cancellation Policy:**

Confirmed appointments canceled within 4 hours of the appointment start time are subject to a \$50 cancellation fee.

**We will wait for 15 minutes after the scheduled appointment time before leaving.**

***Please note: The entire shoot amount may be assessed if we arrive at the property to find the shoot is cancelled (including being denied access to the property.)***

Appointments that cannot be completed due to weather issues (ex. Our Photographer is unable to fly the drone due to rain/wind, or too heavy of rain to capture exteriors), will be rescheduled after contacting the Realtor and the \$50 cancellation fee will be waived.

We may waive the fee for other reasons at our discretion.

## Service Area Coverage:

We service a 70-mile driving radius from Fort Plain, NY 13339. Appointments with the following ranges will receive trip fees:

- 0 miles to 35 miles = NO CHARGE
- 35.1 miles to 50 miles = \$30
- 45.1 miles to 70 miles = \$45

Properties outside the 70-driving mile radius are beyond the regular service area and will be reviewed on a case-by-case basis. If approved an additional \$2 per mile over 70 miles will be assessed.

Driving radius is based on google map directions from our pinned location in [Fort Plain NY](#).

## Payments/Fees:

All sessions are booked and paid for on our website. Watermarked images will be available for preview before you pay. Payment will be required to download finished un-watermarked media. New York Real Estate Photography reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current.

## Re-shoot Fees:

If client wishes a re-shoot because additional work was done to property, or landscaping was improved after we photographed the property, there will be a minimum \$99 Re-Shoot fee + applicable travel fees.

## Refunds:

**You are provided the opportunity to preview the images, with watermarks, before paying.** Please check the images carefully before paying for them. **Once you pay, the sale is final.** There will be no refunds after payment unless we are at fault (such as we deleted the images in your account).

**We will not be at fault if the property was not properly cleaned and staged before our arrival.**

Please see re-shoot fee above.

*Please read, understand, and follow our preparation tips to avoid misunderstandings.*

<https://nyrephotos.com/getting-ready-for-a-shoot>

## Texts & E-mails

By booking an appointment you agree to receive direct text messages and/or E-mails from New York Real Estate Photography regarding your appointment(s).

## Relationship of the Parties:

New York Real Estate Photography is an independent contractor and shall not be deemed to be an employee of the client. No agency, partnership, joint venture, or employee/employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. New York Real Estate Photography and the photos or any other deliverables prepared by the New York Real Estate Photography shall not be deemed a work for hire as defined under Copyright Law. All rights granted to client are contractual in nature and are expressly defined by this agreement.

## **Rights and Usage:**

### **Grant of Rights.**

You hereby grant to New York Real Estate Photography, and its affiliates, contractors, commercial partners, licensees, successors and assigns a non-exclusive, perpetual, fully transferable, sublicensable worldwide right and license, to create, reproduce, display, transmit, and distribute the Work through any and all media now known or hereinafter developed. The “Work” is defined as photo(s), video(s), and/or 3D content, floor plans, graphics, audio, animation, constituent files, and other visual content of the property produced under these terms including any derivative works created therefrom. Any and all rights not expressly granted here are reserved to New York Real Estate Photography, including copyright and ownership rights in the Work. New York Real Estate Photography reserves the right to use the Work for the company’s portfolio, samples, self-promotions, entry in contests or exhibitions, editorial use, or for display within or on the outside of New York Real Estate Photography’s premises. New York Real Estate Photography further reserves the right to assign, transfer, license, distribute, or syndicate the Work and any and all rights in the Work to its commercial partners. Except as explicitly set forth in “Usage Rights” Section herein, You have no ownership rights in the work and no right to sell or license the Work to any third party including, but not limited to, architects, builders, stagers, designers, sellers or buyers to copy, modify, reproduce, or create derivatives of the Work without the prior written consent of New York Real Estate Photography.

### **Usage Rights.**

In exchange for the Grant of Rights set forth herein, New York Real Estate Photography grants to You the right to use the images created from the Work and provided to you by New York Real Estate Photography for purposes of marketing and promoting the Property, promoting Your real estate business and/or the listing(s), Your brokerage(s), and/or Your business(es) (“Your License”). Your License is non-exclusive, non-transferable, covers all territories and media, and is for an unlimited time on websites owned by You. You may authorize third-party websites such as, but not limited to, Multiple Listing Service (MLS) or real estate listing portal websites to display said content solely for the purpose of advertising the subject listing, for as long as said listing is actively listed for sale by that listing agent. Your authorization to third-party websites will automatically expire once said listing is no longer available for sale or any relevant listing agreement between the Property owner and the listing agent has ended, whichever comes first.

**The Usage Term, whereby the property is for sale by owner, or will be listed for long or short term rental by the owner or their agent, will be for 5 years, or until the ownership of the property changes, whichever occurs first.**

## **Releases, Licenses, and Authorizations.**

By contracting with New York Real Estate Photography to produce the Work, You warrant and represent that You are authorized to enter into this Agreement with regard to the Property and You certify that You have obtained all appropriate and necessary releases, permissions, waivers, licenses and/or authorizations (hereinafter "Clearances") for the Grant of Rights and Usage Rights set forth in these Terms and Conditions, including but not limited to Clearances from the owner of the Property and any other owners of intellectual property rights contained in, on, or around the Property and captured as part of the Work, including the underlying architectural work. You further warrant and represent that the Property owner and any occupants of the Property have waived any expectation of privacy rights in relation to the images captured and distributed in accordance with the grant of rights hereunder. You agree to indemnify and hold harmless New York Real Estate Photography against any and all claims, costs, and expenses, including attorney's fees, due to uses of the Work for which You did not obtain the appropriate Clearance including uses that exceeded the Clearances actually obtained by You.

## **Indemnification/Hold Harmless.**

In addition to the terms and conditions, You shall also indemnify and hold New York Real Estate Photography, LLC, its officers, members, employees, contractors, licensees, sublicensees, agents, successors and assigns harmless from and against any and all liability, claims, injuries, damages, loss, expense, (including court costs and reasonable attorneys' fees) resulting from the performance of this Agreement, or any distribution or use of the Work created hereunder resulting from Your breach of any warranties, representations or certifications hereunder, or resulting from Your negligent or intentional acts or omissions and/or those of Your officers, agents, independent contractors, employees, family members, invitees, licensors, the Property owner, and/or guests.

## **Drone Laws**

Our Drone pilots are FAA licensed and insured. Remote Pilots may refuse to fly under dangerous conditions or when not permitted by the FAA. Drone flights near airports of any size are highly regulated and may require prior approval from the FAA and Air Traffic Control of subject Airport. Thank you in advance for your understanding.

## **AI Use or AI Training**

Deliverables not approved for AI use and/or AI training.

Unless explicitly stated in an invoice, licensee may not use the assets in connection with an immutable digital asset intended for sale, including but not limited to non-fungible tokens. All rights not expressly granted to the licensee are reserved to New York Real Estate Photography and/or the copyright holder. No machine learning, AI, or biometric technology use. Unless explicitly authorized in the invoice, licensee may not use the asset(s) including any caption information, keywords, or other metadata associated with content, for any machine learning and /or artificial intelligence purposes, or for any technologies designed or intended for the identification of natural persons.