

REAL ESTATE PHOTOGRAPHY SERVICE TERMS AND CONDITIONS

Tennessee Photo Company LLC terms and conditions apply to all customers, clients and end users of the services provided. The image license agreement between Tennessee Photo Company LLC and the contracting client including clients of contracting client. By ordering services from Tennessee Photo Company LLC, you agree to the following Service Agreement. These terms are subject to change without notice.

SECTION 1 – IMAGE USAGE

1.1 This license is non-exclusive, non-transferable and individual. It gives the right to use the photographs on any medium, for any utilization.

1.2 This license is granted to you with a time limit based on the life of the property listing with the current contracting client (real estate agent) or until this agreement is terminated. The agreement terminates automatically in 1 year after the license had been granted. This license allows you to manipulate, edit and crop the photographs.

1.3 It is forbidden to resell, sublicense, give, lend, sub-let, distribute the whole or part of a digital product, whatever its size and resolution unless you are acting on behalf of a client as an advertising agency.

1.4 Tennessee Photo Company LLC certifies that it is entitled to all the commercial rights on the photographs.

1.5 All rights on the photographs are owned by Tennessee Photo Company LLC. The granting of this license does not imply a transfer of ownership. The laws on royalty and copyright protect the photographs. The photographs should be used like any other protected product. Any representation or reproduction, complete or partial, carried out without the consent of Tennessee Photo Company LLC may be considered a breach of contract.

1.6 Tennessee Photo Company LLC may resell image rights to third parties, other real estate agents or advertising agencies once the current advertising campaign has ceased. Exception: when an agent loses a listing to another agent and the new agent wants to purchase photos used by previous agent, Tennessee Photo Company LLC will not do so without first getting approval from the agent that commissioned the photographs in question. This also applies if sellers release agent from their contract and desires to purchase a license to use the images.

SECTION 2 – DISCLOSURE TO VENDORS, TENANTS, INVESTOR OR ANY ASSOCIATED PERSON(S)

2.1 You must disclose terms and conditions to the client, vendor, tenant, investor or any associated person(s) involved with the property that is being photographed that the images captured are bound by the image use agreement (section 1.1) and that all images captured or produced remain the property of Tennessee Photo Company LLC and may only be used for the life of the listing.

2.2 The end client or any associated person(s) may obtain copies of the images for personal use only. They must not reproduce, resell or redistribute those images for commercial purposes or marketing use with another selling agent or marketing company.

2.3 All photography bookings are a direct contract between Tennessee Photo Company LLC and the company booking the job. The end client or any associated person(s) have no involvement in the contract between Tennessee Photo Company LLC and the listing agent and have no rights over any images unless specifically requested.

2.4 Any third party interested in licensing images should contact Tennessee Photo Company LLC directly. Re-licensing fees apply.

SECTION 3 – TERMINATION

3.1 The license contained in this Agreement may terminate automatically without notice from Tennessee Photo Company LLC if You fail to comply with any provision of this agreement or fail to pay any accounts or monies owed. Upon termination, you must immediately:
(i) stop using all Digital Products created by Tennessee Photo Company LLC; and
(ii) Delete all Digital Products from all digital media upon request of Tennessee Photo Company LLC.

SECTION 4 – RESALE

4.1 Images may be resold to vendors or interested parties, resale of images can only be done where the original contracting client has permitted for the images to be re-distributed.

4.2 All image resale will incur an admin and re-license fee.

SECTION 5 – GOVERNING LAWS

5.1 This Agreement will be governed in all respects by the laws of Tennessee. The Courts of Tennessee shall have the non-exclusive jurisdiction to hear any disputes under this Agreement. Notwithstanding the foregoing, Tennessee Photo Company LLC shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Tennessee Photo Company LLC, such action is necessary or desirable.

SECTION 6 – FEES

All images and services are initially licensed at a subsidized single usage rate as set out in Tennessee Photo Company LLC current pricing.

Image re-license fee per image is half the cost of the original job for real estate listings, and \$50 per image for local commercial use.

SECTION 7 – UNAUTHORISED IMAGE USAGE

Tennessee Photo Company LLC holds the copyright to all digital products produced, including renders and graphics produced by Tennessee Photo Company LLC Staff and Contractors. All digital products are provided to clients under license only.

Any one individual, company, corporation or entity using Tennessee Photo Company LLC images without proper written authorization may be liable for costs associated with copyright, damages, loss of business, defamation of brand. Also, images found being used in an unauthorized capacity will be subject to full copyright fees as set out in this document, and will be responsible for any and all legal fees when found in violation by a court.

SECTION 8 – SCHEDULING

Though we receive requests by various means, it is recommended that all scheduling be done thru our online ordering system. This ensures that we receive all the necessary information to schedule and complete the job for you according to your needs, as well as provides a trackable record in our scheduling system for all parties involved.

SECTION 9 – CANCELLATION AND RE-SCHEDULE FEES

It is requested that cancellations and re-schedulings be done 24 hours or more in advance. You may do so either by direct communication, or by modifying your appointment within our scheduling system.

This allows time to possibly fill the time slot with another listing, and to make any other necessary modifications to an already complicated schedule. To help avoid last minute cancellations, it is recommended that you log in to your profile regularly to see what is scheduled for you and ensure that each job is definitely going to be ready on time.

Tennessee Photo Company LLC does not charge fees for cancellations or rescheduling. Tennessee Photo Company LLC understands that some circumstances cannot be avoided, to include weather, preparations of the home, emergencies for the seller or listing agent, or other conditions beyond control of Tennessee Photo Company LLC, the seller, or listing agent. Tennessee Photo Company LLC request notification asap and will work to accommodate as best as possible.

Last minute cancellations do cause problems with the schedule at times and may result in the sudden change of scheduled times for other jobs, or last minute openings for other jobs.

SECTION 10 – DIGITAL PRODUCTS PHOTOGRAPHY

1. Photos are generally ready 24-48 hours after the job appointment.
2. Extra images can be ordered during the photography session.

SECTION 11 – FLOOR PLANS & ROOM MEASUREMENTS

The floor plans and/or room measurements we provide are for marketing purposes only. They are not to be used as a legal document.

SECTION 12 – WEATHER POLICY

If the weather threatens to prevent photography, it is the client's decision to continue or to reschedule. If the client decides to continue the photography session, please know that outside shots will not be done under unfavorable weather conditions. A charge to come back to shoot the exterior may be charged for jobs that are an hour or more away unless done in conjunction with another job already scheduled in that area.

SECTION 13 – PAYMENT POLICY

Tennessee Photo Company LLC operates on a fee for service basis, all monies owed are payable upon the completion of the job, irregardless of the sale of the home or other conditions. Payment may be made thru our systems invoicing system, by check, or separate invoice via Square or Paypal. Photographers are not responsible for taking payment information in the field. Delivery of created digital products will be immediately upon completion in good faith that payment is coming. If payment is not received within 30 days of completion, it will result in a breach of agreement to these terms, and you will be asked to remove all digital products from use till payment is made or be in violation of copyright laws.

SECTION 14 – OTHER COMMITMENTS

It is the client's responsibility to ensure that the listing is ready at the arranged time. Tennessee Photo Company LLC is not responsible for any cleaning, dusting, moving of furniture, staging, etc. - liability reasons! Tennessee Photo Company LLC will, at the photographer's discretion, adjust window coverings or turn on or off lights as deemed necessary to better capture the scene(s) and move small items that may be distracting in the photo. The home must be clean and presentable at the scheduled time. The homeowner shall ensure that there are no hazards to the photographer's safety. The photographer will do everything to ensure pets stay inside, but are not responsible for pets that escape the property during the photography session.

Homeowners should ensure children are supervised and out of the camera's view
Photographers will do their best that all significant aspects of the property shall be included unless the condition of said aspect has a negative impact on the final products produced. This shall be left solely up to the photographer's discretion, unless specific aspect(s) of the property are specifically requested by the agent or the homeowner.

Once the home has been photographed, the service may not be canceled. The agent will be charged the full price of the package ordered. In addition, the Photographer will not retouch images in order to disguise any known defects and/or physical structures such as cracks in walls or driveways, powerlines, water towers, etc.

All digital products will be processed and sent to the client only unless otherwise arranged.

SECTION 15 – COPYRIGHT NOTICE

SINGLE USE LICENSE AGREEMENT

Tennessee Photo Company LLC keeps the copyright protection of all web pages and digital images. Tennessee Photo Company LLC reserves the right to use all images for promotion of Tennessee Photo Company LLC but not a third party. The original REALTOR® who paid for this service, has permission/license to use these images on any electronic or printed form of advertisement for the promotion of that property while listed with said REALTOR®. Once property has Sold, Expired or is Withdrawn the license/permission expires. Images cannot be altered after they are in your possession.

Images cannot be sold or given away to the property owner or one REALTOR® to another REALTOR® who takes over an expired or withdrawn listing. Failure to pay for the images will result in a copyright infringement/violation pursuant to the provisions of the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512(c). You will be asked to remove the images from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.