

RECreative Visual

Terms and Conditions

Terms and conditions are subject to change without notice. Please review them with each order.
All services provided by RECreative Visual are subject to these terms and conditions.
By completing booking services, you agree to these terms and conditions.

Definitions

- For the purpose of this agreement, all references in this agreement to “RECreative Visual” shall be interpreted as references to RECreative Visual, “the shoot” shall be interpreted as references to the scheduled photo shoot, filming, scanning, or any other scheduled service offered by RECreative Visual, “the Client” shall be interpreted as references to the agent or person who scheduled and paid for services, and “photos” and “services” shall be interpreted as all images, video, media, scans, or any other type of physical or electronic material furnished by RECreative Visual.

Scheduling and Delivery

- The Client must submit payment online through the Client Center (unless otherwise instructed) using a credit or debit card. RECreative Visual does not accept cash or checks.
 - For the Client's protection, RECreative Visual will not accept credit or debit card information over the phone, by text message, or by email.
- Deposit must be paid in full to schedule a day and time slot for a shoot. RECreative Visual will not hold or reserve time slots or photograph a property for any reason unless the deposit indicated in the order form has been received.
- If the listing is outside of RECreative Visual's service areas a travel fee will apply.
- Any cancellations within 24 hours of the scheduled shoot time will be refunded all but a \$75 cancellation fee.
- All reschedules within 24 hours of the scheduled shoot will be charged a \$75 rescheduling fee.
- Specific editing or retouching requests must be submitted to RECreative Visual in writing in the Comment section of the order form.
- RECreative Visual is not responsible for unfavorable photos/videos due to weather conditions. In the event of heavy rain and/or wind during (or forecasted for) the scheduled shoot time, the shoot will be rescheduled at RECreative Visual's earliest convenience for no additional fee.
- If RECreative Visual is unable to access the property, there will be a fee equal to 45% of the invoice ordered for that appointment, charged and Photographer will perform Exterior Only package if it's doable.
- The Client is responsible for preparing the property to be “show ready.” RECreative Visual will photograph the property as-is or reschedule with the agent and incur a \$75 fee. If a reshoot is needed because of property condition, the reshoot will be rebooked at the original price.
- RECreative Visual makes every effort to ensure that photos are delivered by 8 am the next morning. There is no guarantee of delivery the same night unless the Client purchases the Rush Delivery add-on (delivery by 10:30 pm guarantee). 3D Tours and Virtual Staging may be delivered up to 2 pm the next day and Videos will be delivered in 48-72 hours after filming.
- ARTISTIC STYLE. On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with RECreative Visual's portfolio and is requesting Services with knowledge of RECreative Visual's style; that RECreative Visual's work is constantly evolving; that RECreative Visual's services are of unique and artistic nature; that the photos may be different from photographs taken by RECreative Visual in the past; and that in creating the photos, RECreative Visual shall use our artistic judgement to create images consistent with our personal vision of the subject, which vision may be different from the Client's and/or the Subject's vision of the subject. Accordingly, Client acknowledges that the photos shall not be subject to rejection on the basis of taste or aesthetic criteria.
- The Client must notify RECreative Visual in writing with any claims against Photographer/RECreative Visual for the delivered artistic works within 24 hours from date of delivery. Any corrections or changes after the 24 hours will be billed as additional work. We will shoot any missing main rooms at no charge (Garage, closets, storage, inside of the Shed and Laundry rooms excluded)

Rights

- All Photos and rights relating to the property, including copyright and ownership rights in the media in which the Photos are stored, remain the sole and exclusive property of RECreative Visual. This license provides the client with the limited right to reproduce, publicly display, and distribute the Photos only for promotional or advertising purposes directly related to the sale of the Property. Photos cannot be shared with other parties including Stagers, contractors, home owners.... Photos used for any purpose not directly related to the sale of the Property must be with the express permission of RECreative Visual and the payment of additional fees, unless otherwise agreed to in writing.
- Unless otherwise specifically provided elsewhere in this agreement or other signed agreement between the parties, any grant of rights is limited to a term of either one (1) year from the date of this Agreement, or (2) at the termination of Client's representation of the Property, whichever occurs first. Further use of images beyond one (1) year requires Photographer's permission and additional fees. Rights are assigned to the Client immediately upon delivery of the Photos.

- Internet usage (“Internet Usage”) includes digital distribution of the photographs for use on Client’s website, email marketing, broadcast program and related social media business platforms (e.g., Facebook, Twitter, Instagram) for the Client’s advertisement of the Property listing. Client may upload photographs to any Multiple Listing Service (“MLS”) website solely for promotion of the property during the Term of this Agreement. Regardless of any conditions of the MLS, at no time does this Agreement grant Client the right to transfer copyright, or any other exclusive rights as provided by 17 U.S.C. § 106..
- Physical usage (“Physical Usage”) includes physical reproductions of the photographs for use in physical marketing activities (e.g., brochures, business cards, wall displays, and billboards) for the purposes of advertising the Property listing. Client may not use the photograph(s) in merchandise or products for resale. Client may not use the content in any manner that allows others to download, redistribute or extract content as a standalone file.
- Client will not modify/edit the images in any way without the express written permission of the Photographer. However, Client may modify the images in commercially reasonable manners to facilitate distribution of the photographic materials as identified in this Agreement. Modifications are limited to resizing, cropping and resolution adjustment to fit the distribution platform requirements.
- Client will promptly call to the attention of Photographer the use of the photographs by any third-party which Client considers to be an infringement. Photographer and Client shall consult one another as to whether proceedings shall be brought against such third parties. In the event that Photographer and Client decide that action should be taken against such third parties, Photographer may take such action in their own name or, alternatively, Photographer may authorize Client to initiate such action in Photographer’s name. Licensee and Licensor agree to cooperate fully with one another to whatever extent it is necessary to prosecute such action, all expenses being borne by Photographer and all damages that may be recovered being solely for the account of Photographer.
- RECreative Visual does not sell or provide RAW files, unedited photos, or unedited video footage to the Client or third parties.
 - RAW files are only stored for 7 days after services have been delivered.
- Client does not have any rights to pull stills from videos or scans.
- If the listing goes to either For Sale by Owner or to a new agent, the new seller or agent must pay a min of full price to RECreative Visual for the license to use the photos and services. Licensing can only be obtained through RECreative Visual directly. The Client may not sub-license, sell or gift photos or services to the seller, new owner(s) or agent.
 - The Client will receive %20 of the fees received by the seller, new owner(s) or agent as Credit for future use.
- When photos and services are purchased by a real estate “Team,” the person who paid is considered the Client and possesses the license described above. This may mean that the actual listing agent is not the Client, and therefore does not possess the license for use outside of the “Team.” If the listing agent leaves the “Team” and takes the listing with him/her, or wishes to use the photos or services outside of the “Team” for any purpose, the listing agent must pay RECreative Visual full price for the license to use the photos and services.
- Any third party who wishes to publish photos and services owned by RECreative Visual must contact RECreative Visual. This includes online and in-print articles that are for the purpose of selling the property.
- Clients and homeowners may not use the photos or services in photo contests or the like, or claim photos and services as their own work.
- RECreative Visual reserves the right to use any photos and services for any purpose, including marketing, reselling and stock photography.

Legal

- RECreative Visual reserves the right to refuse work.
- In a situation where the Client creates an unhealthy, stressful, negative, unethical, emotionally difficult, or constraining working relationship with the Photographer, such that the Photographer feels they can no longer do their job effectively for the Client, the Photographer has the right to exit this Agreement and must refund all but the \$75 cancellation fee paid by the Client. The Client agrees to undertake the best efforts to ensure that any session location attendees within Client’s control treat the Photographer and the Photographer’s staff with respect and dignity and that the Photographer is provided with a safe working environment. Should an issue arise, the Photographer will make reasonable effort to contact the designated Client to handle the matter. If the situation is not remedied in a reasonable amount of time, the Photographer retains the right to cancel the remainder of the session and all monies (minus the \$75 cancellation fee) will be forfeited without further responsibility by Photographer. Safe working environment issues include but are not limited to physical known or unknown hazards, attendees or other vendors committing any instances of sexual harassment, violence, threats, or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation the Client will not be entitled to any refund.
- All animals must be kenneled or put in a room or space that will not be photographed if the owner is not present during the shoot. RECreative Visual reserves the right to reschedule any shoot that has loose animals without an owner present at the cost of a \$75 reschedule fee.
- RECreative Visual will not provide any services with an unsupervised minor at the residence. The shoot will be rescheduled at the cost of a \$75 reschedule fee.
- If shoots or individual services are cancelled, a refund is applied to your RECreative Visual account. If Client requires the funds to be returned to the purchasing card, at 5% credit card processing fee will be deducted from the total amount paid.
- Homes will be shot as-is when the photographer arrives. Anything that is moved or cleaned is done so as a courtesy. If cleaning/prepping by the photographer, the homeowner(s) or Agent is required for more than 15 minutes, the shoot will need to be rescheduled for a \$75 reschedule fee or, if the schedule allows, the photographer can wait but additional time will be billed at \$100 per hour (minimum 15-minute charge). The photographer has the discretion to

shoot the house as-is if the home is unprepared.

- If a legal dispute arises, the Client/homeowner agrees to a privately mediated settlement paid for by the Client. The Client will indemnify and defend RECreative Visual and all employees against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation of, any use of, or relating to any services furnished by RECreative Visual.

Legal Miscellany.

- This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder will not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.