



Owned and Operated by Dara Farrar

Terms and Conditions for Picture It Sold

1. Introduction

These Terms and Conditions govern the provision of real estate photography services by Picture It Sold ("the Photographer") to you, the Client. By utilizing our services, you agree to be bound by these Terms and Conditions.

2. Service Description

Picture It Sold offers professional real estate photography services, which may include interior and exterior photographs, virtual tours, and any additional services explicitly agreed upon in writing between the Photographer and the Client.

3. Payment Terms

Payment in full is required at the time of booking the photography session. We accept credit card payments, cash, or checks. All fees are non-refundable, except as explicitly stated in the Cancellation and Refund Policy below.

4. Cancellation and Refund Policy

Clients may cancel their booking without penalty up to 4 hours before the scheduled session. Cancellations made less than 4 hours before the session will result in a 50% cancellation fee. Refunds for timely cancellations will be processed within 2 business days.

5. Client Responsibilities

The Client is responsible for ensuring that the property is accessible and prepared for the photography session at the scheduled time. The Client also agrees not to engage in any fraudulent activities or make false claims regarding the services provided.

6. Intellectual Property and Copyright of Photos

All photographs and images produced by Picture It Sold are the exclusive intellectual property of the Photographer. The Client is granted a limited, non-transferable license to use these images solely for the marketing and listing of the specified property. This license does not extend to other uses, such as personal or commercial purposes outside of real estate listing, without prior written consent from the Photographer.

The Photographer retains all copyrights to the images under the U.S. Copyright Act, including but not limited to the right to reproduce, distribute, and publicly display the images. Unauthorized use of the images will constitute copyright infringement, and the Photographer reserves the right to pursue legal remedies if necessary.

7. Usage Restrictions

The Client may not resell or transfer the rights to any photographs to a third party without prior written consent from the Photographer. The license granted by the Photographer is limited to the marketing and listing of the property and shall terminate upon the sale or removal of the listing. The images may not be altered or edited without the Photographer's written permission.

8. Limitation of Liability

The Photographer's liability for any claims related to the services provided is limited to the total amount paid by the Client. The Photographer shall not be held liable for any indirect or consequential damages.

9. Rescheduling Policy

Clients may reschedule their photography session without penalty if notice is given at least 24 hours in advance. Rescheduling requests made less than 24 hours before the session may incur a rescheduling fee unless caused by weather or other uncontrollable circumstances.

10. Weather Policy

In the event of inclement weather, exterior photography may be rescheduled at no additional cost. The Photographer will make the final decision on whether weather conditions are suitable for photography. If the Client chooses to proceed despite the Photographer's recommendation, any re-shoot due to poor quality images caused by weather conditions will incur an additional charge.

11. Model and Property Releases

The Client warrants that all necessary permissions, model releases, and property releases have been obtained for the property and any individuals present during the photography session. The Photographer shall not be held liable for any claims arising from the absence of such releases.

12. Privacy and Data Protection

The Photographer respects the Client's privacy and will collect, use, and store personal information in accordance with applicable data protection laws. The Client's information will not be shared with third parties without their consent, except as required for the completion of services or as required by law.

13. Force Majeure

Neither the Photographer nor the Client shall be liable for failure to perform their obligations if such failure is due to an event beyond their reasonable control, such as acts of God, war, government regulation, natural disasters, or other unforeseen circumstances.

14. Re-shoot Policy

If the Client is dissatisfied with the photographs due to a technical issue (e.g., focus, lighting), a

re-shoot will be offered at no additional cost, provided that the issue is raised within 5 business days of receiving the photos. If the dissatisfaction is due to subjective preferences (e.g., aesthetic choices), re-shoots may be performed at an additional charge.

15. Non-Disparagement

The Client agrees not to publicly disparage the Photographer or the services provided in any manner that could damage the Photographer's business or reputation. This does not restrict the Client from providing honest feedback, but it should be done constructively and directly with the Photographer.

16. Dispute Resolution

Any disputes arising from these Terms and Conditions will first be addressed through mediation. Should mediation fail, disputes will be resolved through arbitration under the laws of Virginia.

17. Indemnification

The Client agrees to indemnify and hold harmless the Photographer from any claims, damages, or expenses, including attorney's fees, arising from the Client's misuse of the services or breach of these Terms and Conditions.

18. Termination

Either party may terminate the agreement with written notice if the other party breaches these Terms and Conditions and fails to remedy the breach within 30 days of receiving notification.

19. Governing Law

These Terms and Conditions are governed by the laws of the Commonwealth of Virginia.

20. Changes to Terms

Picture It Sold reserves the right to modify these Terms and Conditions at any time. Any changes will take effect immediately upon posting on our website or providing notice to the Client.