



919-545-4917

ShowSpacesPhoto.com

Laura Fuelleman  
Owner/photographer

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## Terms of Service

**Service Area** – Western Triangle Area of North Carolina: up to 25 miles from Pittsboro, NC Courthouse. This area includes Chapel Hill, Morrisville, Cary, Apex, Holly Springs, Fuquay Varina, Sanford, Siler City, Hillsborough, and Carrboro. Locations photographed outside of this base range may be charged a rate per mile.

**Appointments** – Currently, one appointment per day is booked to provide you with the most personalized experience possible. We prefer that the client or their representative meet the photographer at the property. Walking the property with our clients to create a photo plan and find out more about any special features creates the best photo experience. Appointments will be for a maximum of four hours – most will be less than three.

**Cancellation Policy** – Please notify us as soon as possible if a property will not be ready for the appointment. Cancellations with less than 24 hours' notice may be assessed a fee. This fee will be waived if the canceled appointment time is rebooked.

**Home Preparation Policy** – The property needs to be clean, staged and ready to shoot at the time of the appointment. Please see the home preparation list that you may reproduce to help homeowners prepare. If the home does not appear to be ready for shooting at time of arrival, the situation will be discussed with the client before proceeding or rebooking. If the client is unable to be reached, the photographer reserves the right to make the decision whether to proceed. A rebooking fee may be charged. If extensive preparation is required by the photographer, shoot time will be extended and an additional photo staging and/or editing fee may be charged.

**Pets** - Please inform us if the homeowner has pets. We ask that all dogs, cats, or other normally free roaming animals are contained during the photo shoot. We want them to be safe with no escapes! In addition, even the most polite pet may take issue with a stranger in their home, especially when/if their owner isn't present. Also, keep in mind that there will be expensive equipment in the home. Cameras and flashes on tripods can easily be tipped over and cause damage to our equipment and/or the owner's property. Even though we carry liability and equipment insurance, care and prevention is the quickest, easiest path to a successful photo shoot.

**Valuables** - In preparation for upcoming showings, valuable items should be put away. Please instruct the sellers to put them away before the photo shoot. If there are items of value that you would like to have screened such as artwork or rugs, please let us know so that we can compose the photograph for better editing in post-processing.

**Safety** - If at any time, the photographer feels that some aspect of their surroundings may cause them harm, the photographer has the right to remove themselves from the shoot or suspend/delay a portion of the shoot. In addition, for our outdoor portion of the shoot, please let us know if there may be any concerns with a neighboring property. While we make our best effort not to trespass, having a camera taking photos on the border of a property can be unsettling to neighbors if they are unaware of our purpose.

**Delivery** - Photo delivery is guaranteed in less than 48 hours if payment has been received. Often, the photo proofs will be available for viewing in less than 24 hours. The client will be emailed a link to the watermarked proofs. Please respond to let us know which photos you would like to use or if any changes are desired. In addition, let us know which additional products you would like to order. We can then send an invoice with a payment link. When payment is received, the photo files and usage license will be delivered to you electronically. In addition, any applicable products including tour links, flyer links, and flyer files will be shared as quickly as possible.



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**Fees** - All fees are subject to change at any time.

**Photography Fees:** There are three types of typical charges.

1. Photo Shoot fee – a flat fee for coming to the site and taking photographs
2. Editing fee – a fee for post-processing of photos to make them look their very best. Horizontal lines are level, vertical lines are plumb, coloration is evened out, shadows reduced, items may be ethically edited, valuable items screened, flames added to operational fireplaces, photos added to televisions, sky replacement, etc.
3. License fee – ShowSpaces Photography LLC retains copyright of all photographs. We license people and entities to use photographs for specific uses for set periods of time.

**Add on Products:**

- Slideshow Tours – branded and unbranded with its own URL with viewing statistics
- Collages of Community photos or details of house
- Flyers - provided in print quality .jpeg and .pdf formats as well as its own URL with lead generation
- Community photo package (if available) showcasing property amenities
- Twilight Photo Shoot - a separate outdoor shoot at the sunrise or sunset hour. All lights in the property should be turned on; a maximum of 3 photos can be produced at this type of shoot that may include up to 3 photos.
- Tour ReBranding for another agent and/or builder

**Additional fees**

- Cancellation fee – cancellation of less than 24 hours
- Last minute staging fee – extensive preparation needed to photograph rooms
- Extensive editing fee – additional editing out of the ordinary due to specific requests and unprepared properties
- NSF check
- Additional mileage outside of our service area

**Sales Tax**

North Carolina State sales tax is applicable to the following fees:

- On site photo shoot fees, if a purchase is made
- last minute shoot staging fee, if a purchase is made
- production fees
- digital products
- extensive editing fee

Sales tax does not apply to

- licensing fees as long as it is a separate line item on invoices
- cancellation fees

*Tax rates are based upon the location where the client receives the product. Currently Rates are:*

6.75% in Chatham, Wake and Alamance county

7% in Lee and Harnett county

7.5% in Orange and Durham county



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**Ethics** – While all sorts of editing is possible today, the photographs we take must ethically be representative of a specific property when it is being marketed for sale. Permanent physical features of a property will not be modified. Image enhancements that do not materially change permanent physical characteristics of a structure or its environment are considered standard practice. Standard practice includes: removing temporary objects and clutter, sky replacement, use of wide angle lenses for better view of the room, improving image quality and straightness. Landscaping and grass will only be added with the client's assurance the property is being marketed with landscaping improvements included in the sale. It is the client's responsibility to add a disclaimer that the landscaping is a depiction of a possible finished product. Existing dormant grass such as bermuda varieties may be greened up in the winter months when it appears yellow or brown.

**Payment Policy** – Payment in full is required before final photographs and products will be delivered. Watermarked proofs will be made available for viewing before requiring payment. Cash, check and credit cards are accepted.

**Copyright** – ShowSpaces Photography LLC retains copyright of all photos.

**Photo Licensing** - The client will be provided with a photography license that specifies the person and entities that have legal rights to use the photographs for a set period of time and specific uses. The client does not have the right to transfer usage to any person or entity.

For Real Estate Listings, the licensing is as follows:

#### Usage License

1. Usage of the above images will be granted to the real estate agent client and their brokerage for the sole purpose of marketing the specific property, including distribution to the MLS, feeds, and syndication. This usage is limited to the duration of the listing as long as the real estate agent client is representing the sale of the property.
2. The real estate agent client may also use the photographs listed above for an unlimited time period beyond the listing time frame in their local area for their self-promotion. This does not include marketing another property for sale.

ShowSpaces Photography LLC retains copyright of all images.

Therefore, any usage of the above images by a third party, including but not limited to, architects, builders, stagers, designers, rental agencies, a new listing agent, sellers or buyers for commercial use is strictly prohibited unless approved in writing by the photographer. However, photos may be given to the seller of the property for non-commercial, personal use by the seller. This license is not transferable.

If further usage is desired for additional time frames and/or uses by the client and/or another person or entity, ShowSpaces Photography LLC encourages contact for an estimate of the fee(s) which may be incurred and to obtain written permission to do so.



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**Relicensing Photographs** - Should another person or entity want to use the photographs of a specific property that was previously photographed, out of professional courtesy (but not at all required), we will contact the original purchaser. If new licensing is created, the original on-site photo shoot fee, editing fees and tour of the specific property will be split among the licensees. The original purchaser will receive a credit of their share of the split fee(s) to be used for a future shoot. The new licensee(s) will pay their share of the on-site photo shoot fee, editing fee and tour at current rates. In addition, the new licensee(s) will also pay the appropriate fee for their new usage license. Community photos do not apply to this relicensing policy.

**For other marketing** - Wording will vary based upon desired usage.

Please be aware as copyright holder, photographs taken by ShowSpaces Photography LLC may be used to market our business while others hold a license to use the same photographs. We have the right to license usage of the same photographs to more than one person or entity at the same time.

**Tours** - For real estate/rental listings that contain the property address, tours may be removed when the listing is off market. For generalized tours that do not contain specific location information, the tours never expire. Tours that do contain specific location information can be rebranded to be generalized for a rebranding fee.

### Our Promise

Our goal is to provide the best personalized service possible. If something isn't quite right, let us know. We will do our best to correct it. Keep in mind that many changes can be made in post-processing to a photograph. If the look you were hoping for isn't achieved, it still may be possible to get it if we talk through what you would like to see.

Allowing access to your listing and your client's property is an honor we take seriously. We will always take great care to leave the home in the same condition in which we entered it. However, please realize that sometimes items will need to be moved to compose a photograph properly. The reason for this is we are creating a 2D photograph out of our 3D environment.

Some examples would be:

- a lamp could be blocking a view
- items left in shower relocated to be out of view
- items on a countertop may need to be aligned for our photographic angle
- Window shades need to be adjusted

We always try to put things back to their original position. Be assured that only visible items in the room will be adjusted with the utmost respect of property.

We do realize that should something happen, you want to make sure that it can be made right. For that reason, ShowSpaces Photography LLC carries liability insurance. Our photographers carry photo equipment insurance and are members of an indemnity trust. Proof of insurance can be provided upon request.

**Thank you for choosing ShowSpaces Photography LLC.**