



919-545-4917

ShowSpacesPhoto.com

Laura Fuelleman  
Owner/photographer

[laura@showspacesphoto.com](mailto:laura@showspacesphoto.com)

Updated July 1, 2017

## Terms of Service

**Service Area** – Western Triangle Area of North Carolina: up to 30 miles from Pittsboro, NC Courthouse as determined by the driving directions on Google Maps. 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 trip fee.

**Appointments** – Currently, 1-3 appointments per day are booked for an appropriate time frame for a prepared property of its size to provide you with the most personalized experience possible. We prefer that the client or their representative meet the photographer at the property. It is the responsibility of the hiring client to secure permission for access and use of photos.

**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 re-booked.

**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 re-booking. If the client is unable to be reached, the photographer reserves the right to make the decision whether to proceed. A re-booking fee may be charged. If extensive preparation is required by the photographer, shoot time may 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** - Delivery of the photos is through email. It is the client's responsibility to be equipped to accept the delivery with sufficient computer resources and distribute the photos in the way they intend within the licensing parameters as invoiced. Photo delivery is guaranteed in less than 48 hours if payment has been received. Often, the photos will be available in less than 24 hours. Payment is due at the time of delivery. New clients may be sent watermarked proofs until payment is received. Photos are not licensed for use until payment has been received.

**Client Base** – We work with licensed real estate agents for real estate listings. For portfolio work, our clients are builders and small business owners.



ShowSpacesPhoto.com

Laura Fuelleman  
Owner/photographer

[laura@showspacesphoto.com](mailto:laura@showspacesphoto.com)

919-545-4917

Updated July 1, 2017

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

**Photography Fees:** There are two types of standard charges for all photo sessions.

1. Production Fee – the shoot fee and editing fee combined based upon the size of the house.
2. 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. See licensing at bottom of your invoice for details.

**Add on Products:**

- Slideshow Tours – branded and unbranded with its own URL with viewing statistics; may be upgraded to an .mp4 video
- Collages of Community photos or details of house
- 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
- Aerial photography and video taken by drone, subcontracted to licensed and insured UAS providers.
- Flyers provided in .jpeg and .pdf formats as well as a URL for online sharing
- Virtual Staging

**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
- Trip Fee outside of our service area

**Sales Tax**

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

- Production fees
- last minute staging fee
- 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 and Alamance county	7% in Lee and Harnett county	7.25 in Wake County	7.5% in Orange and Durham county
--------------------------------------	------------------------------	---------------------	----------------------------------

**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



919-545-4917

ShowSpacesPhoto.com

Laura Fuelleman  
Owner/photographer

[laura@showspacesphoto.com](mailto:laura@showspacesphoto.com)

Updated July 1, 2017

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 is due at the time of delivery. However, in some cases, payment in full may be required before final photographs and products will be delivered. If so, 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. [See our additional handout regarding copyright discussion here.](#)

**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 use to any person or entity.

For Real Estate Listings, generally, the licensing is as follows. The actual licensing terms will be on your invoice.

#### **Real Estate Listing Non-Exclusive License**

1. Use of the 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, social media, and syndication. This use 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 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 use of the 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 use 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.

**Re-licensing 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 re-licensing policy.



919-545-4917

ShowSpacesPhoto.com

Laura Fuelleman  
Owner/photographer

[laura@showspacesphoto.com](mailto:laura@showspacesphoto.com)

Updated July 1, 2017

**For other marketing** - Wording will vary based upon desired usage and be provided with the delivery of the media.

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 use 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.

**Subcontractors** - We do subcontract aerial drone photography and videography to businesses that employ FAA licensed UAS pilots. We keep on file the valid license of any pilot that makes a flight during our course of business. On occasion, we also subcontract photography to approved independent contractors that have a similar photographic style and adhere to real estate photography standards. All subcontractors are separate business entities that operate as independent contractors, are responsible for their own actions and equipment, and carry their own liability insurance. Each contractor is providing media to which they also retain their copyright but have agreed to incorporate our creative works in order to provide useful media to the end user client within the constraints of licensing.

### **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.**