



---

## **Terms of Service**

When you hire ShowSpaces Photography LLC, you agree to all of the Terms of Service contained herein, as well as our [Copyright and Licensing Policy](#), Business Offerings Document, [Price List](#) and [Home Preparation Guide](#) which can be found on our website and at the links referred to below.

### **Definitions.**

The Terms “Photographer”, “company”, “us”, “we”, and “our” refer to ShowSpaces Photography LLC and all agents, employees, or other representatives.

The terms “Client”, “Agent”, “you” and “your” refer to the hiring party.

The terms “shoot”, “capture”, “appointment” and “service” refers to a hired session for the purposes of taking images of Property for commercial use.

The terms “terms of service”, “policy” and “agreement” refer to the parameters outlined in this document and its linked documentation.

The term “photo”, “photos”, “photograph”, “photographs”, “photographic materials”, “video”, “images”, “imagery” or “media” refer to the creative work created in the form of digital files.

**Client Base.** ShowSpaces Photography is a niche company that works with full service real estate agents for listing photo shoots. We do not accept appointments with For Sale by Owner properties or iBuyer or Discount Broker business models. The decision to shoot a rental listing will be made on a case by case basis. We also work with other entities including builders, designers, contractors, manufacturers, and business owners for marketing imagery. We reserve the right to discontinue a relationship in a situation where the Client creates an unhealthy, stressful, negative, unethical, emotionally difficult, unlawful or constraining working relationship where the Photographer feels they can no longer do their job effectively for the Client. In such cases the Photographer will refund all monies that have been collected on services or products not yet delivered.

**Service Area.** Our base service area is the west Triangle Area of North Carolina, up to 30 miles from the Pittsboro, NC Courthouse as determined by the driving directions on Google Maps. This area includes all or portions of Chapel Hill, Morrisville, Cary, Apex, Raleigh, Holly Springs, Fuquay Varina, Sanford, Siler City, Pittsboro, Carrboro and Hillsborough. Locations photographed outside of this base range may be charged a trip fee. Trip charges are calculated by our scheduling platform at approximately 75 cents per mile. The rate quoted by the platform will be the rate charged, unless an error is found.

**Creative Uses, Services and Products.** Our base service is creating imagery that may be incorporated into marketing products. Please see all offerings in detail at our [Business Offerings Document](#) and [Price List](#)

**Appointments.** We will book your appointment for an appropriate amount of time for a prepared property of its size to provide you with the most personalized experience possible. On average, photography of a 2500 sq ft property takes about 1.5 hours and a 5000 sq ft property takes about 3 hours. Additional services will add to that time. We prefer that you or your representative meet the photographer at the property. It is your responsibility to secure permission for access to the private property and publication of images of the property. Most real estate listing agreements will cover these parameters. For properties not covered by a listing agreement, we may require a property release prior to the shoot. For aerial work, flights may be rescheduled or canceled due to airspace restrictions, weather or location specific concerns. Any access information given to us will remain confidential.

**Delays, Rescheduling, and Cancellation.** Please notify us as soon as possible if a property will not be ready



for the appointment. Appointments rescheduled at least 24 hours prior to the start of an appointment will not incur a fee. Rescheduling and Cancellations with less than 24 hours' notice may be assessed a fee. This fee may be waived if the canceled appointment time is re-booked.

**Home Preparation.** It is the Client's responsibility to ensure the property is ready for the shoot prior to the appointment time. We are not responsible for staging, cleaning, dusting or moving of items or furniture. We do recognize that working with property owners and other contractors with the goal of a specific timeline can be challenging. To guide in this process, we have created a home preparation list to guide the homeowners in preparation for our appointment. [Click here to see the Home Preparation Guide that you may reproduce to help homeowners prepare.](#) If the home does not appear to be ready to shoot at our appointment, we will discuss with you whether to proceed or re-book the appointment. If we cannot reach you at that time, we reserve the right to make the decision whether or not to proceed with the shoot. If it is necessary to rebook, a rebooking fee may be charged. If the property is not ready, at the discretion of the photographer, shoot time may be extended, only if possible, and an additional photo staging and/or editing fee may be charged. Specific requests of areas to be captured must be received prior to the shoot. If the client is not present at the shoot, the photographer's experienced judgement on areas to capture will be deemed acceptable.

**The Shoot.** While on site, the photographer may choose to make adjustments for the photo. The most common adjustments are lighting, ceiling fans, doors and window coverings. Any additional movement of objects is at the discretion of the photographer. The reason for this is we are creating a 2D photograph out of our 3D environment. Some examples necessitating item adjustment would include: a lamp could be blocking a view, items on a countertop may need to be aligned for our photographic angle, remote controls tucked away or items in shower moved out of sight. We cannot guarantee exact replacement of items to their original position, but they will be nearby. Be assured that only visible items in the room will be adjusted with the utmost respect of property. We use our best judgment on this. If there are any particular items you would like to make sure we don't touch – like tricky blinds and such, then please let us know ahead of time.

**Safe Working Environment.** If at any time we feel that some aspect of the home, people present or surroundings may cause harm, we reserve the right to leave the shoot or suspend/delay a portion of the shoot. In addition, for the 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. You agree to undertake the best efforts to ensure that any session location attendees treat the Photographer 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 Client. 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 payment will be due for the shoot and travel fees incurred without further responsibility by Photographer. Safe working environment issues include but are not limited to physical hazards, attendees or other vendors committing any instances of sexual harassment, violence, threats, unlawful acts or other similar behavior that would lead a reasonable person to feel unsafe in such an environment.

**Independent Contractor.** The Photographer has the status of an Independent Contractor. Nothing herein will be deemed to constitute a partnership, joint venture, an agent or employee relationship and neither the photographer nor client will have any authority to bind the other in any way.

**Subcontractors: Imagery Capture.** We reserve the right to subcontract services to independent contractors



that adhere to all laws and real estate photography standards. All subcontractors are separate business entities that operate and are responsible for their own imagery, actions, and equipment. We will require that they carry their own liability insurance. Each contractor providing media retains their copyright but has agreed to incorporate our creative works in order to provide useful media to the end user client within the constraints of licensing.

**Outsourcing:** We reserve the right to outsource off site services as part of our workflow.

**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 for sale will not be modified unless requested by the client in writing. Image enhancements that do not materially change permanent physical characteristics of a structure or its environment are considered standard practice. Specific property not being marketed for sale has more leeway in image edits.

**Delivery.** Photos, property site links (if purchased) and your invoice will be delivered to you by email within 48 hours of the shoot. Add on products (such as 360, floorplans, virtual staging and virtual twilight) and video may have longer delivery time frames. If revisions are requested, an additional 48 hours may be required. It is the client's responsibility to be equipped to accept delivery of the photo files with sufficient computer resources and internet connection to distribute the photos within the licensing parameters granted. Photos will be available in several sizes including HD (minimum 1080 pixels on long edge) and a MLS/web size (1280 x 960 pixels) in jpeg format through an online platform. ShowSpaces Photography is not responsible for maintaining archives of media once delivered or holds responsibility for any failure of platforms where photos are stored. Should rush delivery be requested, there may be an expedited processing fee assessed.

**Fees and Payment.** Unless prior arrangements have been approved in advance, invoices are due and payable on-line at the time of photo delivery via credit card or bank transfer through a secure link. We reserve the right to send watermarked proofs, suspend download ability to imagery and access to products until payment is received. All imagery is not licensed for use unless payment is received according to the timeline set on the invoice. Payment is required to be made by the hiring/invoiced client. Should payment be submitted by the non-invoiced party, rights do not transfer to the party submitting payment. Clients may have us keep their payment method securely on file with our payment processor to be processed as payments are due. We use well known payment processors (Stripe and Quickbooks Payments), but are not liable for breaches in their security. Payment submitted with Not Sufficient Funds will be due with any additional fees we incur as a result. Applicable sales tax for the county of the Client will be added to each invoice. Our base photography pricing is based upon finished square feet. If at any time, there is a discrepancy between the finished square feet reported and the actual finished square feet, we will adjust your account accordingly.

**Copyright and Licensing.** A copyright statement and terms of licensing will appear on every invoice. Our current delivery website also records acceptance of terms prior to download. Please note, as standard practice, ShowSpaces Photography LLC retains copyright of all images. For all photos delivered, the invoiced client is granted licensing, not ownership, upon payment bound by the terms on the invoice. If further use is desired for additional time frames and/or uses by the client and/or another person or entity, ShowSpaces Photography must be contacted for licensing fees and written permission. This includes use in social media. [Please see our Copyright and Licensing Policy](#) for details of each licensing type we regularly sell. If the licensing parameters of your order does not match your needs, please contact us for a discussion and quote to fit your needs.

**Release of Client Image.** The Client affirms that any public facing imagery representing their business,



including their headshot and business logo, is being used within the terms of the license provided by its owner. If at any time the Client learns that the use is not allowed, they will notify us so that we may remove any infringement. For photo and video products we create in which the Client appears, the Client grants us the right to use their image, voice, performance, and other reproductions of their physical likeness in connection with marketing the property and our future self-promotion.

**Public Facing Internet Materials.** We can take down specific imagery upon request that we created to be hosted on platforms to which we subscribe. Those sites include Property Sites, Videos and 360 tours under our control. We cannot easily control imagery uploaded to the local MLS and on other third party websites, like Zillow/Trulia, Realtor.com, and Redfin. Generalized sites that are often created for builder marketing that do not contain specific location information will remain active, unless requested by a client to remove. For real estate sale and rental listings that contain the property address, property sites may be removed when the listing is off market. If a seller or buyer would like imagery with a visible address that we control to be removed quickly, please contact us to expedite the process free of charge. Sites may be reactivated or have location information modified, but remain active at the request of the client and may incur a fee to do so.

**Social Media Use.** Unless expressly purchased, our licenses are non-exclusive and allows ShowSpaces Photography to post imagery in association with our brand online including social media. When photos are used for our social media promotion, we will rarely mention the property address, but will use our discretion in tagging or naming the party that commissioned us for the work. Not all projects will be published on Social Media. We reserve the right to choose which projects to publish. Parameters of the Client's online use is outlined on their license.

**Indemnification.** Client agrees to indemnify, defend, and hold harmless the Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and products the Photographer provides to the Client. Claim against the photographer for delivered artistic works must be brought to our attention within one calendar week from date of delivery. At that time, you waive any right to submit a claim to the Photographer for reimbursement of any fees previously paid or waiver or forgiveness of any fees that may be outstanding.

**Force Majeure Provision.** Neither party shall be liable for any costs or damages due to delay or nonperformance arising out of any cause or event beyond such Party's control, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, work stoppage, power or other mechanical failure, governmental action, or communication disruption. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after or during the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable.

#### 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. In hiring our services, please see our portfolio to understand the photographic style to expect. Keep in mind that many changes can be made in post-processing to a photograph. If the look we typically provide isn't achieved, it still may be possible to achieve the look your desire if we talk through what you would like to see.