

This Terms of Service document outlines the agreement between BW Real Estate Media ("Photographer") and the client ("Client") engaging photography services for real estate properties.

By engaging the Photographer's services, the Client agrees to be bound by the terms and conditions set forth herein.

The Photographer agrees to provide real estate photography services as specified in the agreed-upon service package or individual order.

This includes, but is not limited to, capturing high-resolution digital photographs of the Client's real estate property, as per the agreed scope of work. Services may also include virtual tours, drone photography, and video, if explicitly ordered and agreed upon.

Special Photo Requests: If you have very particular requests for specific photographs/angles/features in mind, they must be communicated prior to your appointment. BW Real Estate Media is not responsible for missed images beyond its protocol.

📸 2. Image Usage Rights

Upon full payment, the Client is granted a **limited, non-exclusive, non-transferable license** to use the delivered images solely for the marketing and sale of the specific property photographed.

This license includes:

- Listing the property on the Multiple Listing Service (MLS) and other real estate listing websites.
- Use in print and digital advertising directly related to the sale of the property.
- Sharing with the property's listing agent and their brokerage.

The Client agrees **not** to:

- Resell or sublicense the images to any third party.
- Use the images for any purpose other than the marketing and sale of the specific property.
- Allow third parties to use the images without the Photographer's prior written consent.
- Alter or manipulate the images in any way that misrepresents the property, except for standard post-processing adjustments made by the Photographer.

All copyright and intellectual property rights of the photographs remain solely with the Photographer.

🔑 3. Property Access

The Client is responsible for ensuring that the Photographer has safe and timely access to the property at the scheduled appointment time.

Any keys, gate codes, lockbox instructions, alarm details, or special access notes must be provided in advance so the session can begin without delay.

- **Property readiness** — the home should be cleaned, staged, and ready for photography before the Photographer arrives. Please refer to the **Pre-Shoot Checklist** available on the media website.
- **Timing** — if the property is not ready at the scheduled time, the Photographer may wait briefly or reschedule at their discretion.
- **Access responsibility** — the Client must ensure that all entry points are available and that pets, locked rooms, or hazards do not interfere with the shoot.

If access codes, parking instructions, or other special requirements change, the Client must notify the Photographer as soon as possible before the appointment.

The Photographer reserves the right to reschedule the session if safe access is not available or the property is not adequately prepared for photography.

4. Payment Terms

Due on Delivery: Payment is due upon delivery of content. You will receive a delivery link where you can pay and download your content. Content remains locked until payment is received in full. Prices are non-negotiable.

Payment can be made via [Accepted Payment Methods, e.g., credit card, check, bank transfer].

5. Cancellation and Rescheduling Policy

Client Cancellations/Rescheduling:

- If the Client cancels or reschedules the session with less than 24 hours' notice, a cancellation/rescheduling fee of 25% of the total service fee will be charged.
- **Same-Day Cancellations:** For same day cancellations, you will be charged a fee of $100 for compensation of lost wages.
- If the Photographer arrives at the property and access is not granted or the property is not ready for photography, the full session fee will be charged at the photographers descretion.

Photographer Cancellations/Rescheduling:

- In the event of unforeseen circumstances (e.g., illness, equipment failure, inclement weather for exterior shots), the Photographer will make every effort to reschedule the session at a mutually

convenient time.

- The Photographer reserves the right to determine if weather conditions are appropriate for services requested. In case of high winds or heavy rain, the appointment will be rescheduled free of charge. Cloudy skies/Overcast does not apply and are not grounds for cancellation/rescheduling.
- **Split Appointment:** If interiors can be completed but exteriors must be postponed due to weather the photographer will return to complete the session at no additional cost.

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6. Travel

Travel fees apply only when a property is located outside the standard service area and are calculated from the Photographer's base location to the property address.

30+ Miles. A $35 Travel Fee applies for properties located 30 miles or more from the assigned photographer's home-base.

50+ Miles. A $60 Travel Fee applies for properties located 50 miles or more from the assigned photographer's home-base.

No travel fee is charged for properties within **30 miles** of the base service area.

7. Image Delivery

Edited and processed digital images will be delivered via a secure online gallery within 24 hours. Cinematic videos will be delivered within 48-72 hours.

Images will be provided in high-resolution JPEG format, optimized for MLS online and print marketing. Every listing includes its own property website, and marketing kit materials.

8. Liability and Indemnification

The Photographer will take reasonable care in the execution of the photography services. However, the Photographer shall not be held responsible for any damage to the property during the course of the shoot, unless such damage is caused by the Photographer's gross negligence or willful misconduct.

The Client agrees to indemnify and hold harmless the Photographer from any and all claims, damages, liabilities, and expenses arising out of or related to the use of the photographs, including any claims of defamation, invasion of privacy, or infringement of publicity rights.

The Client is responsible for ensuring that all necessary permissions and consents are obtained for the photography of the property, including any required access permits.

9. Post-Processing and Editing

The Photographer retains creative control over the editing and post-processing of images. Standard editing includes color correction, exposure adjustment, and sharpening. Significant retouching or manipulation beyond standard editing may be subject to additional fees.

Clients are encouraged to communicate any specific editing preferences prior to the shoot. Final delivered images will reflect the Photographer's artistic style and professional judgment.

10. Archiving

The Photographer will archive delivered images for a period of 6 months from the date of delivery. Clients are strongly advised to download and back up their images upon receipt, as the Photographer cannot guarantee permanent storage or retrieval beyond this period.

11. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the state of Texas/USA.

📞 12. Contact

If you have questions, concerns, or need assistance with your session, please reach out as soon as possible so I can help keep your project on track.

The preferred methods of communication are **email** and **phone**, as they allow me to respond quickly and keep a clear record of your request.

- **Email:** bwrealestatemedia@gmail.com for scheduling, image delivery questions, and general support.
- **Phone:** 903-229-3723 for urgent matters or same-day scheduling updates.
- **Response time:** Any contact inquires received before 5:00 pm will be returned the same day. Contact inquiries made after 5:00 pm will be returned the next business day.
- **Scheduling and support:** Please include your name, the property address, preferred appointment time, and any relevant notes when contacting.

13. Entire Agreement

This document constitutes the entire agreement between the Photographer and the Client and supersedes all prior discussions, understandings, and agreements. Any modifications to this agreement must be made in writing and signed by both parties. The Photographer reserves the right

to modify this agreement at any time.

By engaging the services of BW Real Estate Media, you acknowledge that you have read, understood, and agree to these Terms of Service.