

Terms and Conditions For Residential Real Estate Photography

As of January 1st, 2019.

Please take a moment to read the policies set forth by HD Open House Photography.

By hiring HD Open House Photography, you are agreeing to these terms and conditions. We are 100% committed to providing the best possible service and end product to our clients. We permit a lot of flexibility in the use of my images and simply ask that you notify us of specific desired uses for the photos and of course, provide us with the appropriate credit (Photos by HD Open House) when our images are used. Rights: Under current copy right laws, ownership of all photos belongs entirely to Brian Corcoran (“PHOTOGRAPHER”), owner of HD Open House. The Photographer retains all rights to photos taken of properties unless otherwise agreed upon in writing, and only licenses the use of the images to the Listing Agent (“CLIENT”) of the property for marketing purposes while the listing is active (up to one year). All images produced for the Client may be used by the Client for any and all marketing materials and campaigns associated with the property and for the Client’s self promotion until the license expires. The photos may also be used by the Client’s parent company for the sole

purpose of marketing the specific property photographed. Any usage of the images by a third party, including but not limited to, architects, builders, stagers, designers, sellers or buyers, is strictly prohibited unless approved in writing by the photographer. Relationship of the Parties: The Photographer is an independent contractor, and shall not be deemed to be an employee of the Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. The Photographer and the photos or any other deliverables prepared by the Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this agreement. Fees: All agreed upon fees and expenses are due at the time the photos are delivered. HD Open House reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current. Cancellations/ Rescheduling: Please notify us within 24 hours if you will need to cancel the shoot. HD Open House will charge a \$55 fee for cancellations not made within 24 hours. Please note, that the entire shoot amount may be assessed if we arrive at the property to find the shoot is cancelled (including denied access to the property or the home not being ready for photos).