



Real Estate Photography
General Terms & Conditions
Version 1006.20

FlightPix Real Estate Photography
General Terms & Conditions

Photo Licensing Agreement

FlightPix, LLC (*PHOTOGRAPHER*) retains the copyright for all digital images created in the course of doing business and all images on this website. The commissioning real estate broker/agent (*CLIENT*) is granted a license to use property images, for which they have paid, for the promotion of that property while *CLIENT* manages the listing. License expires once property has Sold, Expired or is Withdrawn. Images must not be edited/alterd by anyone other than *PHOTOGRAPHER* with the exception of minor cropping and/or resizing only.

CLIENT may not give or sell images to anyone. This includes the property owner, other broker/agent/Realtors, builder, architect, stager or any other vendor. Disregarding these terms will result in copyright infringement/violation (Digital Millennium Copyright Act of 1998, 17 U.S.C. §512(c)) and may result in legal action. *PHOTOGRAPHER* recognizes that *CLIENT* does not control how images are shared by NWMLS to other property listing sites (Zillow, Trulia, et al.) and *CLIENT* is not liable for such use beyond license expiration.

* Licensing terms for commercial clients or other photography projects are customized according to the project estimate and can be found in that document as well as on final invoices.

Payments & Delivery

Payment for real estate imaging services is due upon receipt of invoice. Other payment arrangements must be agreed upon by both *CLIENT* and *PHOTOGRAPHER* prior to initiation of services.

Watermarked, low-res digital proofs will be made available for approval first. Upon approval, full payment will be made before final images are delivered to *CLIENT*.

PHOTOGRAPHER agrees to deliver final images digitally within 48-hours of photoshoot start time. For any other payment arrangements, *PHOTOGRAPHER* agrees to deliver final images digitally within 24-hours of receipt of full payment.

Cancellations & Weather

Cancellations must be made at least 24-hours before scheduled photoshoot start time. Photoshoots cancelled with less than 24-hours notice will be subject to a cancellation fee of \$50.

Weather-related cancellations are subject to the terms above. Some weather conditions can adversely effect exterior home photo quality or prevent safe drone flight. In the event of unfavorable weather, the interior photos will be photographed as planned. Alternate arrangements will be made for exterior or aerial re-shoot and additional fees may apply unless full cancellation is made at least 24-hours in advance.

Property Condition

CLIENT will ensure that the listing is clean and ready for photography at time of service. *PHOTOGRAPHER* is not responsible for cleaning, dusting, or moving of furniture but may adjust window coverings, move small items or turn on/off lights as necessary. *CLIENT* shall ensure that there are no hazards to the photographer's safety and that pets are confined out of view. *PHOTOGRAPHER* will not retouch images to disguise known defects and/or physical structures such as wall/floor blemishes, driveway cracks, power lines, etc.

Additional Terms

Travel fees are waived when property address is measured to be 50 round-trip miles or less from business address of PHOTOGRAPHER. For locations beyond 50 round-trip miles, travel fees will be calculated at the time of photoshoot booking. Rate is .55 per additional mile. Have more questions? Please see our FAQ or Contact Us to discuss.