

## **Terms & Conditions**

### **Agreement**

This agreement between the Agency, Photographer, or (Stellar Media Collective LLC), and Client, ( \_\_\_\_\_ ) , and assignment described in the accompanying cost estimate / invoice for deposit, along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

All Images, Footage, Video, or Photographs, (hereafter "Work") are any copyrightable materials created as a part of the project deliverable (hereafter "Media") as agreed to by the Agency and Client. Client is the licensee of the "Media" as detailed in the Job Description invoiced.

These Terms and Conditions cover each and every order and form part of the agreement between the Agency and the Client.

No variation of any term or condition set out will be effective unless agreed in writing by both parties. Client use of the Media products signifies the acceptance of these terms and conditions. Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

### **Estimate Terms**

Estimates are valid for 15 days from the date of issue. Fee and expenses quoted are for the original job description and for usage specified.

Any subsequent changes, whether made orally or in writing, may result in additional charges. The expenses are estimated in good faith. Actual expenses, which may be greater or less, will be invoiced.

### **Copyright**

All of the Work and Media created by the Agency, (both moving and still) and their copyright are the sole and exclusive property of the Agency. Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full.

All rights not expressly granted shall be reserved by the Agency.

The Agency delivers only finished edited Media based on the project outlined in the agreement. The Agency will not provide raw images or video footage (Work) to Client unless specifically agreed upon.

Delivery of raw imagery and/or unlimited usage license may incur fees at 1000% or higher of originally agreed upon deliverable Media.

### **Real Estate Usage License**

This License is strictly limited to the terms and conditions below, and are governed by the Copyright laws of the United States, as specified in Title 17 of the United States Code:

Licensor: Agency / Stellar Media Collective LLC

Licensee: Client, as defined on Estimate / Invoice

Usage Time: For the life of the active real estate listing and/or until the listing agreement between the current seller and agent(s) ends, or until the paid advertisement term ends as per contractual agreement.

Region: Worldwide

Type: Non-Exclusive, Real Estate Listing

Rights Granted: Media may be used on websites, social media (with credit), the MLS and other Real Estate marketing sites and printed materials for the specific purpose of marketing the subject property as an active Real Estate listing.

Following the sale of the property or end of the agent/seller agreement, Media may continue to be used for personal promotion of the Real Estate agent's services in the form of portfolio books, brochures, on personal websites, personal social media (with credit) and mobile devices. The license is not transferable to other parties. (Auction houses, Homeowners, Brokerages, Interior Designers, Architects, Builders, Contractors, New Owners, Vacation Rental advertising etc.)

All inquiries for additional usage by licensees or by additional parties of the copyrighted materials shall be directed to Stellar Media Collective LLC.

The Agency reserves the right to license the Media to other parties at their own discretion.

### **Commercial Usage License**

This License is strictly limited to the terms and conditions below, and are governed by the Copyright laws of the United States, as specified in Title 17 of the United States Code:

Licensor: Agency / Stellar Media Collective LLC

Licensee: Client, as defined on Estimate / Invoice

Usage Time: One Year, during the current ownership of Client company, and until ownership of the property, company or product line has changed or ended; whichever is sooner. Usage Time begins on the date of Media delivery.

Region: Worldwide

Type: Non-Exclusive, Commercial

Rights Granted: Media may be used on websites, social media (with credit). Television broadcast rights are not included and must be agreed upon separately. The license is not transferable to other parties.

All inquiries for additional usage by licensees or by additional parties of the copyrighted materials shall be directed to Stellar Media Collective. The Agency reserves the right to license the Media to other parties at their own discretion.

### **Additional Usage**

If Client wishes to make any additional uses of the Media not covered in the initial agreement, Client shall obtain permission from the Agency and pay an additional fee to be agreed upon.

### **Derivative Works**

Videos may not be altered or edited by any party without written permission from the copyright owner.

Modification of photograph(s) and/or incorporation of Media in any layout or concept shall not constitute a Joint Work (that is, when two or more parties prepare a work with the intent to combine their contributions into inseparable or interdependent parts).

### **Credit**

All social media posts (Facebook, LinkedIn, Houzz, Instagram, Pinterest, etc. MUST include a clickable photo credit.

Facebook: @StellarMediaCollective

Instagram: @Stellar\_Media\_Collective

For printed work and business websites, a credit in the name of Photographer shall accompany the Photographs / Video whenever practical. (when it does not interfere with the overall graphic design.)

### **Client Provisions**

Client will provide authorized, uninterrupted access to the site / property for the purposes of photography / videography and publication.

Client will ensure that the site / property is in photo-ready condition prior to the scheduled shoot.

Client guarantees the site will be clean and staged, any residents, workers, maintenance persons, or other people will not be on site or will be completely hidden at all times and any animals will be secured so as to not affect the Agency's work in any way.

All branding graphics and a sample layout to be provided by Client for any Branded Media. When applicable, Client will provide Model / Property Releases, signed by the Model(s) / Property Owners before the shoot date(s).

Please download a Model Release from our site under forms section  
Please Download a Property Release from our site under forms section

### **Staging & Preparation**

All furniture, decorations, etc. should be clean, tidy, and in place before the shoot date(s).

Photographer will make a reasonable effort to remove litter, stray objects, etc. from the site; this does not include things like making beds or arranging furniture. However, staging and site preparation does not fall under the Photographer's responsibility.

Client is expected to have the site staging and cleaning completed prior to the shoot date. All sites will be shot "As Is."

Please refer to our 'Home Preparation Checklist' which can be downloaded from our site under forms section

### **Creation**

The manner and method of creating any Work / Media is solely at Agency's discretion. Client has no right to control the manner and method of Agency's performance.

Client has spent a satisfactory amount of time reviewing the Agency's previous work and has a reasonable expectation that Agency will create the Media in a similar manner and style unless otherwise specified.

Client agrees to provide a written list of important features to capture at least 24 hours before the scheduled appointment. Agency will use their best efforts to: (a) ensure that the Media conform to Client's specifications; and (b) submit all Media to Client in publishable quality, on or before the applicable deadlines.

### **Payment**

An invoice for deposit will be submitted upon agreement of terms and is payable by check or credit card.

Our Agreement and Scheduled shoot becomes effective upon receiving the initial deposit requested on the invoice. Payment in full is required prior to delivery of the final Media.

All fees and expenses payable under this agreement are required irrespective of whether Client makes actual use of the Media.

Stellar Media Collective LLC is not liable for Client sending payment, whether physical check or digital transfer to an incorrect location.

Please make checks payable to Stellar Media Collective LLC or John Markadakis.

### **Revision Process & Delivery**

A single round of revisions is provided on all Videos. Either approval or a detailed revision list must be provided by the client within 48 hours of the 'first cut' being made available for review. If no feedback is provided, the Media will be finalized and delivered as-is. Any published use of the Media deems the Media as accepted.

All revisions / edits / reshoots requested after Media is finalized will incur fees determined at an hourly rate of \$100/hr.

Media will be delivered via Vimeo, Dropbox, or other digital delivery option unless you specifically requests physical delivery via USB drive. Delivery via USB drive may incur additional costs.

### **Turnaround Time**

Schedule for processed Real Estate Media is 7 business days after the day of the shoot, plus required time for any additional changes requested.

Schedule for processed Commercial Media is 4-6 weeks after the day of the shoot, plus required time for any additional changes requested.

Schedule may change depending upon Agency workload.

It is the Client's responsibility to specify any deadlines in writing, before Agreement is made effective.

Any change in deadline may incur an additional 'Rush Fee' of no less than \$500.

### **Satisfaction Guarantee**

The Agency will, at their discretion, provide one return visit to reshoot part or all of the project should the Client not be satisfied with the Media results.

This guarantee is specifically excluded and will not apply when claimed due to weather conditions at the time of the shoot, the site not being adequately prepared and "photo-ready"

at the time of the shoot, or any other situation that the Photographer has no direct control over or due to Client oversight.

A reshoot must be requested within 72 hours of delivery.  
Any published use of the Media deems the work as accepted.

### **Cancellations & Postponements**

Photographer will track the weather carefully and will be in touch with the Client about it as the booking approaches. However, it is the Client's responsibility to reschedule if conditions are not suitable to them.

In the event Client cancels or postpone a shoot, not caused by unfavorable weather or by the Photographer, Client will pay all expenses I have incurred up to the time of cancellation (if applicable).

If a shoot is canceled within 48 hours of departure for the shoot, Client shall also pay 50% of the anticipated photographic fee and 100% of the fees of any subcontractors booked for the job.

Cancellations on the day of the shoot, Client will pay 100% of the photographic fee and 100% of the fees of any subcontractors booked for the job.

### **Web Hosting**

Client is provided web optimized video files for uploading to various video hosting platforms of their choice. (Youtube, Vimeo, iPlayerHD, Wistia etc.) The Agency does not promise video hosting of client marketing materials unless specified on the quote + invoice. We will offer recommendations of paid premium hosting services based on our own experience.

### **Hosting & Archiving**

The Agency will keep the original Work / Media on file for quick retrieval for a period of six (6) months from the date of the shoot.

After which the Work / Media will be moved to cloud storage and Client will be charged an archive retrieval fee for re-delivery of the original media files.

The Agency will keep the original Media archived for no less than one (1) year from the date of original media delivery.

In no case will Photographer be responsible for maintaining backups of the Media thereafter. It is your responsibility to maintain backups of the final Media.

### **Residual Exposure**

Client acknowledges that once the Media is published and syndicated online, it is nearly impossible to completely remove the Media from all directory sites, indexes, real estate related online publications, etc., which may result in the Media appearing online well after a project is finished or a property is sold to its new owners.

It is the Client's sole responsibility to minimize such residual exposure by removing all Media from MLS and any other publications after the sale of a property in case of request or Lawful Order.

The Agency will not be held responsible for any claims arising from residual online presence of the Media.

**Indemnification**

Client hereby indemnifies and holds the Agency harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Agency's work.

The Agency similarly indemnifies and holds Client harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from the Agency's negligence.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the Effective Date.

_____ Provider Signature	John Markadakis Stellar Media Collective LLC _____ Provider Full Name
_____ Client Signature	_____ Client Full Name