



## 2019 SCHEDULING AND POLICY INFORMATION

### **Scheduling and Contact Information**

Requests for photography appointments are preferred via our website, however if it's more convenient you may also email us at [info@fishburnephotographic.com](mailto:info@fishburnephotographic.com), or contact us by phone or text at 864-325-3342. After the appointment is scheduled, we will confirm the date, time and location of the shoot one day in advance.

### **Payment:**

A credit card is preferred at the time of scheduling. There are two payment options: You may choose to pay in full during your scheduling process or wait and pay by check or cash at the beginning of the photo shoot. We accept Visa, MasterCard, American Express, or Discover. Your card will ONLY be charged if a check or cash is not available at the beginning of the photo shoot.

### **Travel Fee:**

A travel fee will be applied to all orders greater than 20 miles (one way) from Mt. Pleasant, SC (29464). The fee will be disclosed at time of scheduling.

### **Pets:**

Please make sure all pets and their belongings (food bowls, beds, toys, etc.) are contained and out of site from all major rooms in the house.

### **At the Shoot**

The Realtor or someone the Realtor authorizes should be present to allow the photographer access to the property and discuss important elements of the property, or areas that should not be photographed. It is preferred for the photographer to work independently, however, if the Realtor desires to stay, please understand our goal is to complete the shoot in an efficient and cost effective manner. It is the Realtor's responsibility to have the property staging and cleaning

completed prior to the photo shoot. For liability, the photographer does not handle any cleaning, dusting, or moving of furniture and is only responsible for photographing the property. Generally we will be photographing through the entire home shooting one or more views of each major room but do not usually include utility rooms or closets. If you would like those included please let us know prior to the shoot. We will also be photographing the front and rear exterior, views of the yard (waterfront, etc.) and/or views from the property. In addition, we will provide detail photos of unique and architectural interest. Remember, if there's a specific shot you desire, please let us know in advance of starting the shoot.

## **After the Shoot**

Once the images have been taken, the photographer will edit the photographs and prepare your images for delivery. We strive for a 24-hour or less turnaround time, unless otherwise specified, for delivery. We will send you an email with a link to start the download of two sets of images; high resolution for print and low resolution for MLS/web. Fishburne Photographic, LLC is not responsible for the storage of files after 6 months.

## **Cancellation, No-Show and Inclement Weather Policy**

If cancellation or re-scheduling is necessary, please do so with a minimum of 24 hours notice. Any shoot cancelled within 24 hours of a confirmed appointment is subject to a 50% of total rate Cancellation Fee. Arriving late beyond 30 minutes to an appointment will be considered a cancellation, and will be billed at the full rate of the shoot. Your credit card on file will be charged at that time. Every effort will be made to accommodate a rescheduling.

In the event of inclement weather preventing exterior photography, a pick-up shot of the property exterior will be scheduled at the earliest available time.

## **COPYRIGHT & LICENSING AGREEMENT**

In order to provide you with the best service and support, Fishburne Photographic, LLC does not sell our photographs. We license their use. The rate is especially dependent on (1) payment in full, (2) using the photographs only as indicated, and (3) protecting them with proper copyright notification.

## **Copyright Notice:**

All Photos and rights relating to them, including copyright and ownership rights in the media in which the Photos are stored, remain the sole and exclusive property of the Photographer.

## **Limited Licensing Agreement:**

This Limited License Agreement provides the Realtor, hereinafter referred to as Licensee, with the limited right to reproduce, publicly display, and distribute the photographs (Photos) only for promotional or advertising purposes directly related to the sale of the Property. Photos used for any purpose not directly related to the sale of the Property must be with the express permission of Fishburne Photographic, LLC (Photographer) and the payment of additional fees, unless otherwise agreed to in writing.

Photos may be uploaded to any MLS listing service solely for promotion of the Property during the pendency of this Agreement. However, regardless of any terms and conditions of the MLS, at no time does this Agreement provide Licensee with the right to transfer copyright, or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106.

Unless otherwise specifically provided elsewhere in this document or other signed agreement between the parties, any grant of rights is limited to (1) the termination of Licensee's representation of the Property, or (2) the sale of the Property of which the Licensee represents, whichever occurs first. Further use of Photos requires Photographer's permission and additional fees. Limited Licensing Rights are assigned to the Licensee immediately upon delivery of the Photos.

## **Third Parties:**

Builders, stagers, designers, or "third parties" that wish to use images must contact the Fishburne Photographic, LLC directly for licensing and fees. In addition to payment, a property release must be obtained from the homeowner by that third party. Licensing may be obtained for various applications of images. Please contact us for more details.

Thank you for taking the time to read our terms and agreement. If questions arise feel free to contact us directly.