

Sold in a Snap LLC

Terms and Conditions

Definitions

- For the purpose of this agreement, all references in this agreement to 'Sold in a Snap' shall be interpreted as references to Sold in a Snap LLC, 'the shoot' shall be interpreted as references to the scheduled photo shoot, filming, scanning, or any other scheduled service offered by Sold in a Snap LLC, 'the Client' shall be interpreted as references to the real estate agent who scheduled and paid for services, and 'photos' and 'services' mean all images, media, or any other type of physical or electronic material furnished by Sold in a Snap LLC.

Scheduling and Delivery

- Invoices must be paid in full to schedule a day and time slot for a shoot. Sold in a Snap will not hold/reserve time slots or photograph a property for any reason until full payment has been received.
- If the listing is outside of McLennan or Bell Counties a travel fee may apply.
- The Client is responsible for preparing the property to be "show ready". Sold in a Snap is not responsible for getting the property show ready and will photograph the property as is.
- Specific editing or retouching requests must be submitted to Sold in a Snap in writing on or before the scheduled shoot day.
- Sold in a Snap makes every effort to ensure that photos and services are delivered as quickly as possible. There is no guarantee of a delivery window unless the Client purchases the Rush Add-on (24 hour guarantee). In most cases the photos and services are delivered in a 24-48 hour window. Cinematic videos may be delivered up to five business days after filming.
- The Client must notify Sold in a Snap in writing within 48 hours of receiving finished services of any dissatisfaction. If Sold in a Snap has not received written notice within 48 hours of delivering finished services, the services provided will be assumed to be approved and acceptable. Any corrections or changes after the 48 hours will be billed as additional work.
 - If the photos and services are unacceptable to the Client based on editing, they will be re-edited to the written instructions of the Client. If re-edited photos are still unacceptable, they will be edited again at a charge of \$5 per photo.
 - If the photos are unacceptable to the Client and re-editing will *not* solve the problems, the Client will be refunded 75% of the cost of the shoot and the license to use photos will be revoked.
- Any photos that the Client deems unacceptable due to the condition of the property or its contents can be reshot for a \$45 Multi-trip fee. Multi-trip fees are good for up to 8 photos. Additional photos are \$20 each.
- If Sold in a Snap is unable to access the property, there will be a \$45 fee charged when rescheduling.
- Sold in a Snap is not responsible for unfavorable photos due to weather conditions. In the event of heavy rain and/or wind during the scheduled shoot time, the shoot will be rescheduled at Sold in a Snap's earliest convenience.
- Any cancellations within 24 hours of the scheduled shoot time will be refunded all but a \$45 cancellation fee.
- Photos and services will only be accessible through Sold in a Snap's online system for one year (365 days) after the project's shoot date.

Rights

- All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services received, the Client is granted a limited, non-transferable license to use photos and services for any of *their own* marketing indefinitely. This includes making prints, gifting printed keepsake photos to the homeowners, in marketing materials, and sharing with other agents *for the purpose of marketing the home during the Client's listing agreement period*.
- The Client is not granted a license to sell, transfer, license, sub-license, share, or otherwise distribute photos and services to any third party (including builders, designers, contractors, homeowners, other agents, online or print publications, etc.) for any purpose.
- If the listing goes to either For Sale by Owner or a new agent, the seller or agent must pay full price to Sold in a Snap for the license to use the photos and services. The Client may not sell or gift photos or services to the new seller or agent.
- The Client does have the right to be reimbursed from their client for marketing costs including any of our services. However, that does not license the media to that person. Licensing can only be obtained through Sold in a Snap directly.
- When photos and services are purchased by a real estate "Team," the person who actually paid for the media is considered the Client and owns the license described above. This may mean that the actual listing agent is not the Client and therefore does not possess the license for use. If the listing agent leaves the Team and takes the listing with him/her or wishes to use the photos or services for any purpose, the listing agent must pay Sold in a Snap full price for the license to use the photos and services.
- Any third party who wishes to publish photos and services owned by Sold in a Snap must obtain written permission from Sold in a Snap for that particular use and include an appropriate citation or credit below the photo. This includes online and in-print articles that are not for the purpose of selling the property. Appropriate citation should look like this:

Photography/Media by Sold in a Snap
www.SoldinaSnap.Photography
(A hyperlink must be used on all online locations.)
- Clients and homeowners may not use the photos or services in photo contests or the like, or attempt to pass off photos and services as their own work.
- Sold in a Snap reserves the right to use any photos and services for any purpose, including marketing and stock photography.

Legal

- Sold in a Snap reserves the right to refuse work.
- All animals will be kenneled or put in a room/space that will not be photographed if the owner is not home. Sold in a Snap reserves the right to reschedule any shoots that have loose animals without the owners present at the cost of a \$45 multi-trip fee.
- Sold in a Snap will not provide any services with only a minor at the residence. Shoot will be rescheduled at the cost of a \$45 multi-trip fee.
- If a legal dispute arises, the Client/homeowner agrees to a privately mediated settlement paid for by the Client.
- The Client will indemnify and defend Sold in a Snap and all employees against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation of, any use of or relating to any services/photography/videography furnished by Sold in a Snap.