

Sold in a Snap LLC

Terms and Conditions

Terms and conditions are subject to change without notice.

All services provided by Sold in a Snap LLC are subject to these terms and conditions.

By completing payment for services, you agree to these 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 agent who scheduled and paid for services, and “photos” and “services” shall be interpreted as all images, media, or any other type of physical or electronic material furnished by Sold in a Snap LLC.

Scheduling and Delivery

- The Client must submit payment online through the Client Center (unless otherwise instructed) using a credit or debit card. Head Shot sessions and Custom Quoted projects will be billed via Quickbooks Invoice which must be paid online using a credit or debit card. Sold in a Snap does not accept cash or checks.
 - For the Client’s protection, Sold in a Snap will not accept credit or debit card information over the phone, by text message, or by email.
- Invoices must be paid in full in order to schedule a day and time slot for a shoot. Sold in a Snap will not hold or reserve time slots or photograph a property for any reason until full payment has been received.
- If the listing is outside of Sold in a Snap’s service areas a travel fee will apply.
- Any cancellations within 24 hours of the scheduled shoot time will be refunded all but a \$45 cancellation fee.
- All reschedules within 24 hours of the scheduled shoot will be charged a \$45 rescheduling fee.
- 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 is not responsible for unfavorable photos due to weather conditions. In the event of heavy rain and/or wind during (or forecasted for) the scheduled shoot time, the shoot will be rescheduled at Sold in a Snap’s earliest convenience for no additional fee.
- If Sold in a Snap is unable to access the property, there will be a \$45 fee charged when rescheduling.
- The Client is responsible for preparing the property to be “show ready.” Sold in a Snap will photograph the property as is.
- Sold in a Snap makes every effort to ensure that photos and services are delivered within 24-48 hours of the shoot. There is no guarantee of a delivery window unless the Client purchases the Rush Delivery add-on (24-hour guarantee). Cinematic Videos and Virtual Staging may be delivered up to five business days after filming/shooting.
- The Client must notify Sold in a Snap in writing of any dissatisfaction within 48 hours of receiving finished services. 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 according 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 all but a \$45 cancellation fee, and the license to use the photos or other media will be revoked.
- The Multi-Trip Fee add-on is only good for up to 90 days after the original shoot. After that time, the Client will need to reschedule a full shoot.
- Photos, services, and property websites will be accessible through Sold in a Snap’s online system for one year (365 days) after the project’s shoot date. The Client is able to renew photos, videos and property websites online for an additional fee per year if the Client informs Sold in a Snap before the year is over. After the initial year from the shoot date, Sold in a Snap is not obligated to store the media if it has not been renewed.

- Custom Website Addresses (custom property website URLs) cannot be renewed and will revert to the default URL.

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 ordered, the Client is granted a limited, non-transferable, non-sublicensable 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, sublicense, 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.
- Sold in a Snap does not sell or provide RAW files, unedited photos, or unedited video footage to the Client or third parties.
 - RAW files are only stored for 72 hours after services have been delivered.
- Co-Branding is allowed on the provided property websites. The co-branded company may not use the photos/media for their marketing. They are purchasing an advertisement spot on the website and are not purchasing rights to the media that is displayed on the website.
- If the listing goes to either For Sale by Owner or to a new agent, the new seller or agent must pay full price to Sold in a Snap for the license to use the photos and services. Licensing can only be obtained through Sold in a Snap directly. The Client may not sub-license, sell or gift photos or services to the new seller or agent.
 - The Client does have the right to be reimbursed by the seller or new agent for marketing costs, including any services from Sold in a Snap. However, reimbursement does not license the photos and services to that person.
- When photos and services are purchased by a real estate "Team," the person who paid is considered the Client and possesses 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 outside of the "Team." If the listing agent leaves the "Team" and takes the listing with him/her, or wishes to use the photos or services outside of the "Team" 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 for the purpose of selling the property. Any other use, requires permission and a separate contract. Appropriate citation looks like the following and includes a hyperlink on all online locations:

Photography/Media by Sold in a Snap
www.SoldinaSnap.com
- Clients and homeowners may not use the photos or services in photo contests or the like, or claim 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 must be kenneled or put in a room or space that will not be photographed if the owner is not present during the shoot. Sold in a Snap reserves the right to reschedule any shoot that has loose animals without an owner present at the cost of a \$45 Multi-Trip Fee.
- Sold in a Snap will not provide any services with an unsupervised minor at the residence. The shoot will be rescheduled at the cost of a \$45 Multi-Trip Fee.
- The Client will not receive a credit toward another project or a refund for a project that has been postponed for more than 30 days after the project is booked. All funds towards that project will be forfeited.
- 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 furnished by Sold in a Snap.