

Terms & Conditions

Property Release

As owner or authorized representative of the Property, I give the Photographer / Filmmaker and Assigns my permission to create and use the Content depicting the Property in any Media, for any purpose (excluding defamation and / or pornography) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Content may be combined with other content, text and graphics and cropped, altered or modified. I agree that all rights to the Content belong to the Photographer / Filmmaker and / or Assigns.

I agree that I have received Consideration for the rights granted in this release. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer / Filmmaker and / or Assigns. I acknowledge and agree that this release is binding upon my heirs if applicable, assigns or any person claiming an interest in the Property. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the country / state from the following list that is nearest to the address of the owner or authorized representative given opposite: New York, Alberta, England, Australia and New Zealand.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the relevant Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of the Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used.

I represent and warrant that I am at least 18 years of age. I have the full legal capacity and right to execute this release and grant the rights herein granted with respect to the Property, and to bind all persons claiming an interest in the Property.

Definitions: "ASSIGNS" means a person or any company to whom Photographer / Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENTS" means all photographs, film or recording, still or moving, taken of the Property as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented. "PHOTOGRAPHER / FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording the Property. "PROPERTY" means the place and or property (real estate or intellectual property) that is the subject of the Shoot. "SHOOT" means the photographic or film session described in this form

Scheduling and Contact Information

Requests for photography appointments should be submitted on line at www.snapshotlistings.com. Or you may send an email to

contact@snapshotlistings.com with as much detail as possible. We will reply back within 24 hours to verify the date, time and location of the shoot. Next day orders are difficult to schedule, cannot be guaranteed and are subject to an additional charge. Once both parties have acknowledged the date and time of the appointment, the appointment will be considered "booked".

At the Shoot

The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the project. If a Client or Brokerage representative is not present, the Photographer's interpretation shall be deemed acceptable. The photographer will make a reasonable effort to remove litter, stray objects, etc. from the rooms; however please note that this does not include things like making beds or arranging furniture. Agents are expected to have the property staging and cleaning completed prior to the photo shoot. All properties will be shot "As Is." Your input is important when choosing the best rooms and angles to photograph. Absent your input, the photographer will use his/her best judgment and experience to decide how best to photograph the property.

After the Shoot

Once the images have been made, the photographer will perform digital retouching and deliver to you within 24 to 48 hours.

Cancellation, No-Show and Inclement Weather Policy

If cancellation or re-scheduling is necessary, please do so with a minimum of 24 hours notice. In the event of inclement weather preventing photography, a new date will be scheduled at the earliest available time.

Rights and Usage

All images produced for an Agent or Broker [Client] may be used by the Client for any and all marketing materials and campaigns associated with the property and for the Client's self promotion. The photos may also be used by the Client's parent company for the sole purpose of marketing the specific property photographed. Ownership of the images remains with the Photographer, and license is granted only to the Client and Client's parent company, and not to any third party. Any usage of the images by a third party, including but not limited to, architects, builders, stagers, designers, sellers or buyers, is strictly prohibited unless approved in writing by the photographer. Images may be submitted for entry in contest. The only credit line to be associated with the images is "Snapshotlistings.com".

Payment

Limited access will be given to photos prior to full payment through client portal. Once photographer has informed client of completed works via email and invoice is paid in full all access will be granted. Payment is accepted via check, electronic transfer, and major credit card. Please mail checks to 1400 Colonial Blvd Suite 201, Fort Myers, FL 33907.

*Terms & Conditions are subject to change at any time.