

# AZ LISTING PARTNER

## Terms & Conditions

By placing an order for and utilizing photography with AZ Listing Partner (AZLP), you (the client) agree to adhere to the Terms and Conditions as listed below.

These terms are in place to ensure mutual satisfaction of the services, as well as to resolve any issues amicably. They also exist to ensure that AZLP can continue to provide affordable and timely service to all of our clients.

### **Legal Access, Copyright, and Payment**

By submitting an order for photography (via our website, email or by phone) you attest that you have the legal right to access and photograph the subject property and permit AZ Listing Partner and their representatives, in turn, to access and photograph the property.

No part of the order of photography or marketing will be delivered until the balance of the photography bill has been paid in full. Should a refund or partial refund be issued, AZ Listing Partner automatically revokes the use of the photos by any party outside AZLP and its employees without expressed written permission from AZLP management staff.

AZ Listing Partner retains the copyright to all photography and marketing completed by AZLP and its affiliates. When you, the client, pay in full and receive the photography and/or marketing, you have non-transferrable permission to utilize the photographs and marketing materials to market the subject property in any legal manner.

AZLP retains the copyright to all photography. AZLP prohibits the transfer, assignment or sublicense of your rights to any photography or marketing materials.

As the owner of the copyright, AZ Listing Partner reserves the right to use stock photos of neighborhoods, communities and other general pictures (AZ Listing Partner will not re-sell photography taken of a particular property).

AZ Listing Partner also retains the right to use any photographs taken for advertising, display, publication, training or other purposes.

### **Cancellation & Rescheduling**

Cancellation/rescheduling of a standard photo shoot should be done at least 24 hours in advance.

Cancellation/rescheduling of a twilight, video or aerial shoot should be done at least two business days in advance. Should the ordering party cancel a shoot within less than 24-48 hours, AZLP reserves the right to charge a "last minute cancellation fee." These additional fees are avoided whenever possible and not charged at a profit to be company. Fees will be based on the cost of AZLPs expense (loss of appointment

# AZ LISTING PARTNER

during that time slot, mileage and time for photographer, etc.) and a breakdown can be provided upon request.

AZ Listing Partner reserves the right to cancel a photographic shoot if we believe that the weather or property condition is not condoning to satisfactory photographs or may result in damage to our equipment. This is intended to ensure that you, the client, are fully satisfied with the photos you have commissioned and will not be abused by AZLP staff.

AZLP reserves the right to charge a "trip fee" as needed when additional trips to a property are required without fault to AZLP. Additionally, if a property is not ready upon our arrival, fees may occur if there is extensive waiting time or if a second trip is required.

These additional fees are avoided whenever possible and not charged at a profit to be company. They will be based on AZLP's expense and a breakdown can be provided upon request.

## **Staging and Property Shooting**

AZLP's photographers are advised by our company, for liability purposes, that they are to have minimal interaction with the personal property, décor and furniture within a property. If they feel it is safe to do so, they may move an item to improve the shot. However, we ask that they use care and discretion in doing so. Additionally, they are required to adhere to their scheduled timeframes and are unable to spend extensive time waiting for a home to be prepared or providing assistance to homeowners or agents in moving items around for the shoot. In no way does AZLP require a photographer to stage or clean a home. If they are asked to do so at a shoot, AZLP management encourages their refusal for liability and profitability purposes. As such, the home should be in optimal shooting condition at the time of arrival with no expectation of the photographer to move any items within the home.

Furthermore, the client understands that as the photographer must walk through the home to turn on lights and move blinds, etc. that the carpets must be walked on. Therefore, any vacuum lines, polished floors, etc. will be treated with care but may have to be disturbed.

## **Delivery**

AZLP agrees to deliver photos no later than three business days from the time of the photo shoot. Our standard turn times are typically much sooner and vary by product (please see table below).

<b>Package Type</b>	<b>Day of the Week Taken</b>	<b>Expected Delivery</b>
<i>Standard Photos</i>		
	Monday	Tuesday 12pm - Wednesday 5am
	Tuesday	Wednesday 12pm - Thursday 5am
	Wednesday	Thursday 12pm - Friday 5am
	Thursday	Friday 12pm - Saturday 5am
	Friday	Saturday 12pm - Monday 5am

# AZ LISTING PARTNER

<i>Twilight Photos</i>		
	Monday	Wednesday 12pm - Thursday 5am
	Tuesday	Thursday 12pm - Friday 5am
	Wednesday	Friday 12pm - Saturday 5am
	Thursday	Saturday 12pm - Monday 5am
	Friday	Tuesday 12pm - Wednesday 5am
<i>Video</i>		
	Monday	Wednesday 12pm - Thursday 5am
	Tuesday	Thursday 12pm - Friday 5am
	Wednesday	Friday 12pm - Saturday 5am
	Thursday	Saturday 12pm - Monday 5am
	Friday	Tuesday 12pm - Wednesday 5am
<i>Aerial Photos/Video</i>		
	Monday	Wednesday 12pm - Thursday 5am
	Tuesday	Thursday 12pm - Friday 5am
	Wednesday	Friday 12pm - Saturday 5am
	Thursday	Saturday 12pm - Monday 5am
	Friday	Tuesday 12pm - Wednesday 5am
<i>Luxury Photos</i>		
	Monday	Wednesday 12pm - Thursday 5am
	Tuesday	Thursday 12pm - Friday 5am
	Wednesday	Friday 12pm - Saturday 5am
	Thursday	Saturday 12pm - Monday 5am
	Friday	Tuesday 12pm - Wednesday 5am
<i>Marketing</i>		
	Listing Live Monday	Wednesday 12pm - Thursday 5am
	Listing Live Tuesday	Thursday 12pm - Friday 5am
	Listing Live Wednesday	Friday 12pm - Saturday 5am
	Listing Live Thursday	Saturday 12pm - Monday 5am
	Listing Live Friday	Tuesday 12pm - Wednesday 5am
	Listing Live Saturday/Sunday	Wednesday 12pm - Thursday 5am

Photos are delivered either via Dropbox or Viewshoot, AZLP's online client portal, which can be visited at: [login.azlistingpartner.com](http://login.azlistingpartner.com).

Our staff adheres strictly to standard turn times. If your photos are past the turn times listed above, please check your SPAM folders and/or reach out to our office immediately to ensure we can resolve this issue for you.

To avoid any unnecessary delays, please notify us within 48 hours of delivery of any issues or changes you may have. Our primary goal when resolving any issues will be to make changes in editing or reshoot

# AZ LISTING PARTNER

the property to meet your needs. If we feel it is not possible to meet your expectations, we may refund part or all of the shoot without any effort to provide photos.

Should you or anyone affiliated with the order become hostile or unprofessional in communications, we reserve the right to withhold any resolutions or refunds as recompense for lost time and distress to our staff. We are not perfect; no home is perfect. As such, we expect that our staff and our clients will approach any misunderstandings or issues on order with collaboration, professionalism, and respect.

## **Additional Notices**

AZ Listing Partner is a company that is hired on a contract basis to provide photos and marketing. We, in turn, hire employees and contractors to perform services for our clients. Neither the AZLP company or its employees and contractors are employees of our clients. As such, you are not in any way authorized to speak for or make agreements on our behalf.

As a representative of the subject property and client of AZLP, you agree to indemnify and defend AZLP from any claims, damages or litigation that may arise as a result of the services we have performed at your request.

It is illegal to copy or use photographs or marketing materials without the photographer or designer's expressed permission. Use without permission may be subject to civil or criminal penalties. Several examples of copyright violations include: re-using marketing materials for another property, seller's re-use of photographs with another listing agent (when original listing agent was the AZLP client) and use of photographs that are not paid for (or payment has been refunded).