

OPERATING PROCEDURES

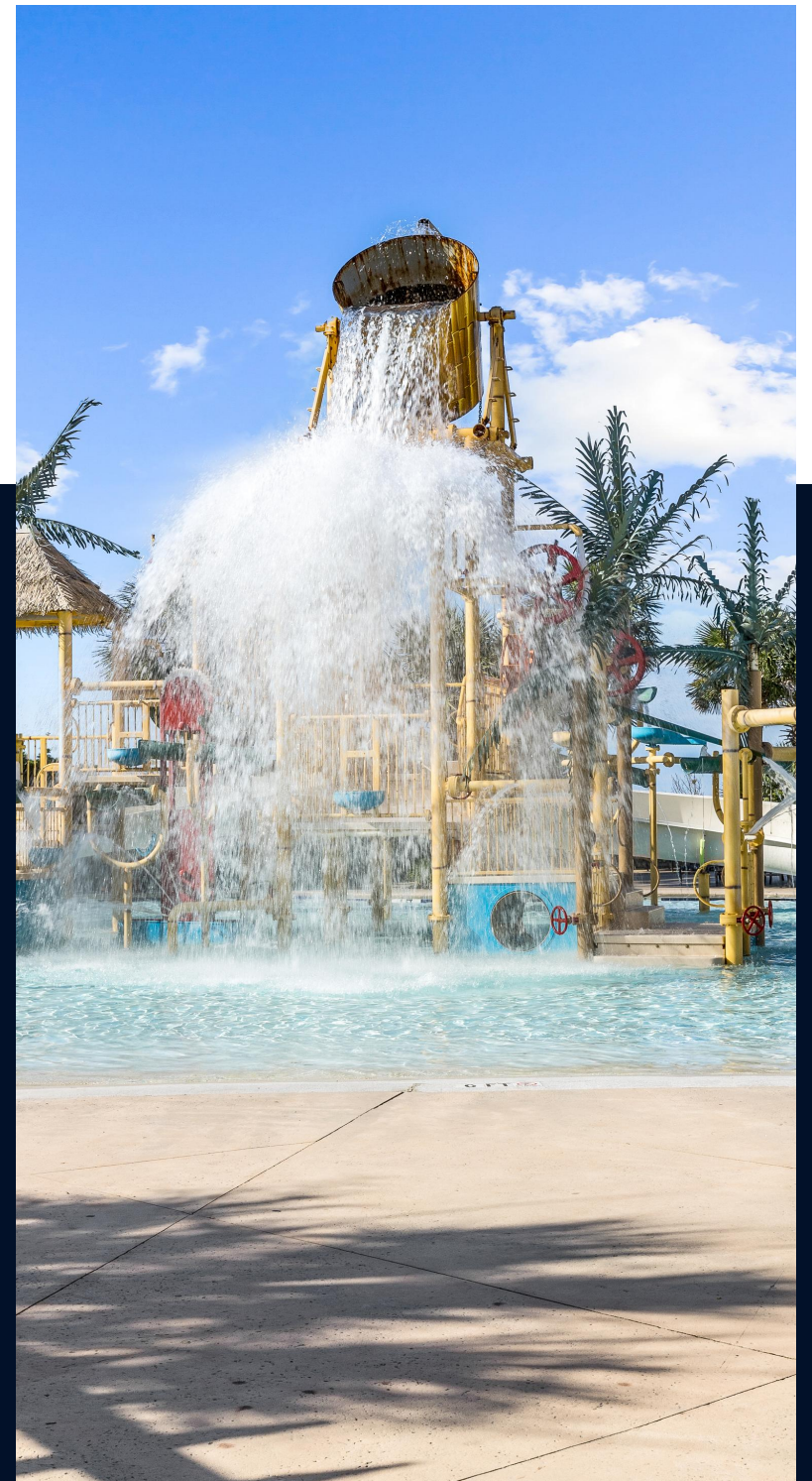




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WILLIAM COVEY MEDIA

Copyrights

William Covey Media is the copyright holder of the images. The copyright of an image is not transferred to any other party unless a specific written agreement is made. The copyright Designs and Patents Acts assign the copyright of the images to the photographer by law.



Photo Rights, Images and Usage

We retain the copyrights as is standard practice in the photography industry. You purchase a single use, non-transferable, non-exclusive image license. The original agent who paid for this service has permission to use these images on any electronic or printed form of advertisement for the promotion of that property. This is a non-transferable license, meaning you, as the licensee, may not sell, give or loan the photos to any other party. You do have wide leverage to use them for your marketing and promotional needs however. This license is also non-exclusive, meaning the copyright holder may sell multiple licenses for the same images. The photos may also be used by the Client's parent company for the sole purpose of marketing the specific property photographed. Images cannot be sold to another agent who takes over an expired or withdrawn listing. Failure to pay for the images will result in a copyright infringement/violation. You will be asked to remove the image from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.



Relationship of Third Parties

William Covey Media is an independent contractor and shall not be deemed to be an employee of the Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement.



Cancellation Policy

We kindly ask for 24 hours notice if you need to change or reschedule your appointment. However, we understand that unforeseen situations arise when listing a property, so please let us know if the situation is beyond your control. Photographer will wait 30 minutes for agent or homeowner to arrive and photoshoot will be rescheduled. Agent is responsible for setting up a new date as well as covering the photoshoot cancellation fee. Services canceled the day of the shoot will be charged at 100% cost of the service.



Payment Policy

All agreed upon fees and expenses are due within 10 days of receiving the images. William Covey Media reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current.



COVID-19 Conditions

The photographer will take the photos of the house in its current state and you will be charged for the full photoshoot accordingly. Any corrective services or additional services will result in additional charges. We ask that all occupants of the home leave for the duration of the photoshoot to maximize physical distancing. If the occupants must be inside the home, we ask that they be on a different floor or a minimum of 10 ft from the photographer. Photographers will not touch anything at the home or aid with photo preparation. Photographers will not review images with the agent or other occupants at the end of the photoshoot. Please give any special instructions to the photographer, or our customer service team, prior to the start of the photoshoot. This includes lockbox combinations. The photographer may refuse the shoot if either the agent or homeowner present is showing symptoms of illness. We strongly suggest that anyone present for a photoshoot wear face coverings until further notice.





Weather Policy

If you opt to keep your original photoshoot regardless of the weather conditions, please understand that your photos will reflect the current weather such as rain/clouds. Opting to continue with the photoshoot will also void our real estate photography guarantee. If homeowner/agent fails to cancel the appointment before the photographer arrives at the scheduled time there will be a charge to reschedule. Please be aware of any weather conditions that may prevent the photoshoot prior to the photographers arrival to cancel. Doing so will prevent additional charges. To avoid risk of possible damage to camera equipment in the event of severe weather, you will be notified and the appointment will be rescheduled to the next available opening.

Safety

William Covey Media reserves the right to terminate coverage of any event if the said photographer is experiencing any inappropriate behavior, threatening, hostile or offensive behavior from any personnel at an event. In such circumstances, the retainer fee and any deposits paid will be non-refundable.

