



Terms and Conditions

By ordering services from CricketPix Real Estate photography, the agent/agency agrees to the following Terms and Conditions for digital imagery.

Copyright Notification:

The US Copyright Act states that the photographer who has taken an image is the copy right holder of the image. Unauthorized use of images is a copyright violation and can be legally pursued.

CricketPix Real Estate Photography retains all copyrights expressed and implied otherwise for all images taken.

Copyright is not and will not be transferred to any other party.

Limited Licensing Release:

In order to provide you with the best service and support at reasonable pricing, CricketPix Real Estate Photography does not sell the images, but instead, licenses their use. This is industry standard. The fee quoted is dependent on (1) using the photographs only as indicated, and (2) protecting them with proper copyright notification.

Images delivered are licensed to the "licensee" (agent/agency) for:

- The purpose of marketing a property only.
- A primary photo can be used for a longer duration and for additional "sold" marketing materials.

Only the licensee has permission to use the delivered images on any electronic or printed form of advertisement for the promotion of the property. However, CricketPix Real Estate Photography understands the MLS will retain the images in the system indefinitely for the purpose of comparing properties.

Builders, stagers, designers, or any other "third parties" that wish to use images must contact CricketPix Real Estate Photography directly for licensing and fees.

Home sellers or buyers may request a copy of the photos from CricketPix Real Estate Photography ONLY. Fees and licenses may apply. Call for details.

Agent/Agency is **prohibited** of making images available to another agent/agency who takes over an expired or withdrawn listing. Other agent/agency must contact CricketPix Real Estate Photography for license to use any images.

Licensing must be obtained for various applications of images. Please contact CricketPix Real Estate Photography for an additional release for any and all printed or digital publications. (ie: magazine/newspaper feature, etc.) Fees may apply.

For image integrity, and quality control, images shall not be altered once delivered.

Image editing will be done by CricketPix Real Estate Photography, fees may apply.

Photo credit must be given to CricketPix Real Estate Photography when used on any and all social media sites.

Cancellation/postponement Policy:

It is the responsibility of the agent to inform me as soon as possible for rescheduling.

-A photo session that is rescheduled or canceled with less than 24 hours notice may be charged a 75% fee.

-A photo session that is rescheduled or canceled after photographer has arrived on site may be charged a the full price of the scheduled shoot.

Reschedules will be subject to the photographer's availability.

There will be times services cannot be completed due to weather. In those circumstances, the decision about shooting is up to the agent. If the agent chooses to proceed with photographing the property, CricketPix Real Estate Photography will provide the best images possible.

However, if additional outdoor photos are required on a better weather day, my standard re-shoot fee will apply.

-No reschedule fee will be charged in the event of bad weather.

-Reschedules will be subject to availability.

Payment Policy:

Payment is due prior to delivery of images. Downsized, watermarked images can be supplied for preview upon request.

Credit card payments can be processed on site or online at PayPal prior to delivery of the photos. CricketPix Real Estate Photography also utilizes Venmo and CashApp. For more information on using these apps, please contact the photographer.

-The usage license is not authorized until payment is received in full.

Failure to pay for the images will result in a copyright infringement. Failure to stop using the images will result in legal action.

Expectations of Agents and Homeowners:

It is the agent's responsibility to ensure that the listing is ready for photographs at the arranged time. Please refer buyers to the "How to Prepare for Your Listing Photo Shoot" suggestions, which can be printed out at CricketPixPhoto.com.

Properties will be photographed "as is". CricketPix Real Estate Photography does not handle any cleaning, dusting, or moving of furniture or any other items.

The homeowner shall ensure that there are no hazards to the photographer's safety.

CricketPix Real Estate Photography will work with agents and homeowners with regard to pets. If the homeowner is not available to monitor pets, then pets should be secured in a pet kennel or other enclosure. If pets will be an issue, please make a note of it when you schedule the photo shoot.

CricketPix Real Estate Photography will be photographing through the entire home. Utility rooms, closets and garages are usually not included. However, these can be included at the agent's request.

The photographer will work to include any special amenities of each home. However, it is the agent's responsibility to be specific about anything "extra" that should be photographed.

Photographer Usage:

CricketPix Real Estate Photography retains the right to use any of the images taken for any reason and any purpose.