

## Better Angle Media | Terms and Conditions

- 1) Better Angle Media, hereby referred to as **BA**, reserves the right to use all photography and video for marketing purposes.
- 2) All photography and video jobs are to be paid in advance through BetterAngleMedia.com unless prior arrangements are made.
- 3) All photography and video produced by **BA** are the intellectual property of **BA** and are protected by US copyright laws.
- 4) **BA** will consider selling the ownership rights of photo and video production to the client, if requested, for a fee to be determined. However, **BA** will retain usage rights for marketing purposes.
- 5) **BA** grants realtors temporary usage rights to photography and videography (for marketing purposes) until the designated residential property is either sold or comes off listing. This media is not transferable to any other party without written permission from **BA**.
- 6) **BA** grants two year usage rights to photography and videography (for marketing purposes) for AirBnB and Commercial Real Estate projects. This media is not transferable to any other party without written permission from **BA**.
- 7) Permanent usage rights to media can be obtained. Please contact **BA** sales for further details.
- 8) Real estate photography and videography job cancellations within 24 hours of the scheduled shoot are subject to a \$50 penalty and will be deducted from the client's refund.
- 9) Photography and videography shoots that are rescheduled the same day of the scheduled appointment may be subject to a \$50 penalty which must be paid advance of the rescheduled shoot. Reschedule fees also apply if the photographer is unable to access the property upon arrival for scheduled shoot.
- 10) Inclement Weather policy:
  - a) No reschedule fee will be assessed for weather that is not conducive for media production.
  - b) Please contact **BA** for a complete weather policy if needed.
  - c) Gray skies are not considered inclement weather. Gray skies can be changed to sunny skies for a fee.
  - d) **BA** will contact the client on or before the day of the shoot for reschedule times and dates due to inclement weather.
- 11) **BA** photographers use their professional judgment for image composition and final image selection for client delivery based on the package ordered. **BA** will color correct or reshoot any blurred images at no additional charge. The client will be required to pay the appropriate fees if **BA** is to provide additional images or reshoot a location unless the client or client's representative is present at the scheduled shoot to direct the photographer.
- 12) Photo Ready Policy:

- a) **BA** provides a downloadable and printable pre-shoot checklist at [BetterAngleMedia.com](http://BetterAngleMedia.com) for our clients to help make sure the properties are “Photo Ready” upon the photographer’s scheduled arrival.
  - b) A reschedule fee of \$50 applies if the property is not “Photo Ready” upon the photographer’s arrival. The photographer will make their decision after consulting with **BA** management. Our photographers are on a tight schedule and are unable to wait around while the property is made ready.
- 13) **BA** and its contractors carry reasonable aviation liability, general liability, as well as third party property damage while on location. Neither **BA** nor its contractors are responsible for damage arising out of any illegal acts, acts of God, or acts of terrorism while at the contracted location.

**These terms and conditions set forth by BA are subject to change at anytime and should be read prior to each booking.**