

43 Central Street
Hallowell, Maine 04347

Terms of Service

Your Agreement with Maine Home Photography

Welcome to the web site of Maine Home Photography, a professional real estate photography service. The following terms of use apply to your use of this web site and any imagery produced by Maine Home Photography.

The following terms of use constitute a legal agreement between you (the customer) and Maine Home Photography. Please read all of the following terms of use. Your use of this web site (or our services in any part) constitutes your acceptance of these conditions. Please read them carefully before using our service.. If you do not agree to be bound by these terms of use, please exit the web site.

Image Rights and Usage

All photographs, video, and floor plan images (images) produced for the customer may be used by that customer for all marketing associated with the current sale of the property. **Please note that Maine Home Photography owns all images, as well as other content on this web site and holds and retains all copyright privileges to them.** A license for use will be granted only to the customer and NOT to any third party. Third parties include, but are not limited to: property owners (unless they are the customer), architects, builders, designers, stagers, and potential buyers. Images are for the one-time use for the property listed only. Images including exteriors, amenities, common areas, and neighborhoods are not to be included in a company or personal database of images for use in subsequent listings, rentals, or otherwise shared.

Additional usage requires payment of additional licensing fees prior to use. Any additional usage of the photos is prohibited unless approved in writing by the Maine Home Photography.

As the copyright owner, Maine Home Photography reserves the right to license the images to other real estate agents and other parties after the listing has sold, expired, canceled or withdrawn.

Maine Home Photography reserves the right to use the images and other tour materials for it's own promotional purposes.

Scheduling

All scheduling should be performed via our web site: www.mainehomephotos.com/booking. Web site scheduling takes priority over other forms or means of scheduling. You may also contact us at booking@mainehomephotos.com, or call/text us at 1(207) 607-3693. A booking is not considered active unless you receive a confirmation from us.

Cancellation Policy

If cancellation or rescheduling is necessary, please give Maine Home Photography as much notice as possible. There will be a cancellation charge of \$50 if the Property-Shoot is canceled with less than 24 hour notice. There will be a cancellation charge of \$125 if the Property-Shoot is canceled with less than 8 hour notice and for 'no-show's. Cancellation charges are applied at our sole discretion and are meant as a deterrent to habitual offenders.

Weather Policy

All appointments will be kept unless travel is deemed unsafe or a health emergency occurs. A reasonable attempt to notify you will be made.

Payment

Payment is due at the time of the Property-Shoot. A fee of \$35 will be charged for any payment returned for insufficient funds. Accounts in 'good standing' are eligible to make payment by invoice at time of delivery or by other terms specifically agreed to by Maine Home Photography in advance.

Property Preparation

The customer is responsible for having the property properly prepared and all work completed prior to the Property-Shoot. Please refer to the document 'Preparing Your Home for a Property-Shoot'. For the best possible photos, it is important that the property is completely ready before the photographer arrives. The photographer is not responsible for cleaning, removing clutter, moving furniture, etc. **All properties will be shot AS IS.**

Pets should be removed from the property or properly restrained and out of view.

The Property-Shoot

The property owner or someone authorized by the property owner (the agent or other representative) should be present at the shoot to give access to the home and to discuss any special considerations, including, but limited to what should be included or excluded in shots. **The photographer has total discretion as to actual shots taken or not taken.**

Any photo requirements not requested prior to or during the shoot will require a return trip and additional fees.

Travel

Property-Shoots include the first 30 miles of travel. Additional mileage will be charged at \$1.50 per mile, one-way. Mileage fees are derived from Google Maps distance calculators. Routes are at our discretion.

Image delivery

Maine Home Photography will have sole discretion to select the images for finish and delivery. Only the selected photos will be processed for finished delivery. Images will be edited and optimized for quality and delivered to you via our web site usually within 24-48 hours. You will receive an e-mail with a link and instructions on downloading the images. A reliable internet connection is required to download the images. The images will be available for download for no less than 30 days and no longer than one (1) year. After this point, a \$50 archive retrieval fee will be charged to deliver the photos again.

Other delivery means (such as USB Flash Drive) are available and will incur additional charges. Please contact us for information.

Rush delivery. If scheduling allows, images can be processed and delivered the next business day for a fee of \$100.

Non-Photo Images. These images can take longer to process are usually delivered within 48-60 hours.

Special Circumstances. There may be times when delivery takes longer such as holidays, weekends, and increases in order volume. If we are aware of any known delays we will tell you at the time of the Property-Shoot. Other post processing procedures may slow delivery.

Disclaimers

The images are provided “as is”. All implied warranties are hereby disclaimed, including, without limitation, the warranties of title, infringement, merchantability, and fitness for a particular purpose. While Maine Home Photography uses reasonable efforts to ensure compliance with applicable laws relating to rights of privacy or publicity, it makes no representations or warranties as to the accuracy, correctness or reliability of the images, nor can Maine Home Photography ensure that all persons depicted in the images have consented to the display of their image on this web site. If your likeness or image appears on this web site without your consent and you wish to have it removed, please contact us via email at: info@mainehomephotos.com. In addition, Maine Home Photography is unable to make representations or warranties as to the functionality of this web site, whether it is free of errors, and whether the server hosting the web site is free of viruses and other harmful material. Accordingly, you acknowledge that your use of this web site is at your own risk.

In no event shall the site’s or company’s owners, its employees, subsidiaries, affiliates and representatives, be responsible or liable for any damages of any kind including but not limited to lost

business or profits, loss of data, use, misuse, direct, indirect, incidental, consequential, compensatory, exemplary, special or punitive damages however caused, whether for breach of contract, negligence, or otherwise, whether or not the site or the company has been advised of the possibility of any such damages.

You agree that the site and the company's parties maximum liability arising from any image or product sold or purchased shall not exceed the purchase price of such image or product. For the use of any unauthorized image or product, you, the customer or user, will be held responsible for the use and claims against that use.

Indemnification and Termination Policy

In the event that you reproduce, display, transmit, distribute or otherwise exploit the images, or any portion thereof, in any manner not authorized by Maine Home Photography, or if you otherwise infringe any intellectual property rights relating to the images or this web site, you agree to indemnify and hold Maine Home Photography, its subsidiaries, affiliates, licensors and representatives, harmless against any losses, expenses, costs or damages, including reasonable attorneys' fees, incurred by them as a result of unauthorized use of the photographs and/or your breach of this terms of this agreement.

Other Terms

This agreement shall be governed by the laws of the State of Maine without giving effect to any principles of conflicts of law.

Maine Home Photography reserves the right to make changes to this web site, this agreement, and the other information contained in this web site at any time and without notice. **Please refer to these terms of use when you visit the site as they may change from time to time.**

These Terms of Use constitute the entire agreement between you and Maine Home Photography with respect to the use of this site and Maine Home Photography's services. Maine Home Photography's failure to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision or of any other rights or provisions in these Terms of Use. If a court should find that one or more rights or provisions set forth in these Terms of Use are invalid, you agree that the remainder of the Terms of Use shall be enforceable and that the invalid provision shall be enforceable to the fullest extent permitted by law.