

TERMS OF SERVICE

By ordering Homes in Focus products & services, you agree to the following:

PAYMENT

Payment is to be made within 7 days of the invoice date for all charges and services provided, unless other arrangements are agreed to in writing. Accounts not paid within terms are subject to a 6% late fee. Invoices not paid within 30 days may be sent to a third party collection agency.

Tour prices and marketing material prices are subject to change without notice.

In the event additional action is necessary to collect on balances due, you agree to reimburse Homes in Focus for all expenses incurred to recover monies due including, but not limited to, fees paid to outside companies to collect payment, legal expenses, and additional administrative wages paid.

You agree that you will provide at least 24 hours notice, by email, if you wish to cancel or reschedule a confirmed appointment for a tour photo session (shoot). If such notice is not received, Homes in Focus retains the right to charge a late cancellation fee of \$50.00 to be paid within 7 days.

Additional fees may be incurred for your photography shoot. These include: travel outside of our normal service area, parking fee, late fee, no-show fee, etc.

PHOTOGRAPHY

Clients of Homes in Focus are responsible for the following when the home is to be photographed:

- That the property is available to the photographer at the confirmed time of the appointment.
- That the property is clean, uncluttered and ready for photography.
- That the owners will remove or contain any pets.
- That the photographer will not be at risk of injury, death or inconvenience while photographing the property.

The photographer will photograph the property "as-is", whatever the condition of the property when the photographer arrives within the time allotted for the shoot. The photographer will not be required to wait while the property is made photo ready. If the shoot can not be completed due to the home not being ready a return fee may be charged to complete the shoot at the next available appointment time.

The photographer will not risk injury to themselves or any other person or animal nor risk damage to any part of the property or contents.

The photographer nor Homes in Focus is not responsible for the weather conditions at the property at the time of the appointment. The photographs will be done using the existing conditions. If the client requests that photos be redone under different weather conditions, or different time of day, further fees may apply.

Home in Focus will provide the client with Photo's formatted for use on MLS within 24 hours of the completion of the photo-shoot unless otherwise agreed upon. The photo guarantee applies for photo's being delivered to the client digitally through email. Requests for the photos to be delivered on CD, DVD or other physically recorded hardware falls outside the 24 hour guarantee.

Video, Virtual Tour and/or 3D Matterport links will be provided to the client via email within 24 hours of the photo-shoot unless otherwise agreed upon. If a custom URL is requested for the tour this may delay the link being available by 48+ hours and a time guarantee will not apply.

The link will be hosted for one year from the date posted. The tour and photos will remain hosted, or deactivated at your request. Additional charges will apply for links hosted past one year.

If ordered, a digital PDF file of the feature sheets will be provided to you within 24 hours of the photo shoot. Any details, logos or other items that you wish to have added to the feature sheet are required before the appointment time. Any changes to the proof will be done within 5 business hours of receipt. Should you require additional changes after the final proof, or in the case that you delete the file, additional charges may apply.

It is the responsibility of the client to insure their email server is able to accept the file sizes and that the senders email address is in their contact list to avoid the message being filtered as junk or spam. The guarantee time will be considered met by the time stamp of the senders email from Homes in Focus.

Clients of Homes in Focus agree to accept the photo choices made by the photographer at the time of photography, unless the client specifies photo locations and specifics prior to or during the appointment. These choices are based on the best ability and judgment of the photographer.

It is the policy Homes in Focus not to remove, retouch or in any way modify any structure or content of any property using photo editing software from photographs. This policy may be waived when applied to structures or contents that are not permanent (for example: garbage cans, temporary signs, wall sockets, paint marks) and will be modified before the property is sold. This is to prevent the end-user from being deceived as to the actual condition of the property. Additional fees may apply to such post-production work.

Should photographs not meet our standards of quality in representing a property, we will reshoot the property at no charge if editing can not rectify the concern. The client must notify Homes in Focus through email if they are not satisfied with the work within 48 hours of the shoot. If the client, agent or seller is not pleased with the resulting photographs of the property because of the condition of the property, contents or the property not being ready for photos, the property may be reshot, however, reshoot and travel fees will apply.

COPYRIGHT

All images taken by Homes in Focus remain the property of Homes in Focus. Homes in Focus grants its clients the rights to use any photographs taken by Homes in Focus for the client's exclusive benefit. However, the photographs may not be sold or use given to any other person, agent or seller without the written permission of Homes in Focus. This policy excludes the reproduction of the tour only to cd, dvd or memory card to be given to the agent's seller as a keepsake. Photos considered client's exclusive use are limited to the property being sold or leased by the client. Common areas such as, but not limited to local parks, schools, shopping and Condominium building exteriors and amenities are considered Stock Photography for continued use by Homes in Focus.

Home in Focus clients may not upload or otherwise place on Homes in Focus materials or Virtual Tours any material that is copyrighted to another party. If any material (photographs, music etc.) is in question, it is the responsibility of the client to provide written proof of their copyright ownership otherwise the material will be removed.

Clients agree to absolve Homes in Focus of any responsibility or financial obligation resulting from copyrighted material be placed on Homes in Focus tours.

SECURITY AND PRIVACY

Homes in Focus does not share or sell any client or contact information to anyone.

Homes in Focus and their photographers will not discuss or share details, physical or situational about the home photographed, the clients, the home owners nor inhabitants learned during the photo-shoot with anyone other than the client.

LIMITS OF LIABILITY

Homes in Focus photographs, floorplans, media footage including video and 3D renderings are a representation of the property, and we neither determine nor verify the accuracy of the property or contents with regards to colour accuracy, placement, scale, dimension or contents included in the permanent structure of the property. (This accuracy can be difficult or impossible to determine because of differences in light sources, lack of knowledge of the property and contents etc.)

Under any circumstances, Homes in Focus's liability is limited to the amount paid for the tours, photographs and services by the client for that particular property.

Homes in Focus, any of its agents, employees or contractors are not responsible for delays or failures to provide service, or damages outside of our control (for example: acts of God, floods, fire, road, railway or aircraft traffic conditions, weather conditions, acts of terrorism).

These terms and conditions may be revised from time to time. Please check this document frequently for changes.

