

Homes In Focus Terms and Conditions

Terms & Conditions

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

Appointments

Clients of Homes In Focus are responsible for the following when the home is being filmed and/or photographed:

- That the property is available to Homes In Focus employees at the confirmed time of the appointment. If the employee has to wait 15 minutes or longer for a listing to be prepared bill charges at \$25/half hour.
- The property is clean, uncluttered, and ready to be filmed/ photographed.
- The photographer will not be at risk or injury, death or inconvenience while filming/photographing.
- The employee will photograph/film the property "as-is" ,whatever the condition of the property when the employee arrives. Any staging is to be done prior to the employees arrival.
- 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 employee nor Homes In Focus is not responsible for the weather conditions at the property at the time of the appointment. The photographs/filming will be done using the existing conditions.
- If the client, agent or seller is not pleased with the resulting photographs or film 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 fees will apply
- Homes In Focus will provide the client with photos and/or video formatted for use on MLS within 24 hours of the completion of the shoot unless otherwise agreed upon.

General

The files will be hosted for 3 months from the date posted unless otherwise requested.

It is the policy of Homes In Focus not to remove, retouch or in any way modify any structure or content of any property using editing software from photographs or video. This policy may be waived when applied to structures or contents that are

not permanent(for example: garbage cans, temporary signs, bare 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 or video not meet our standards of quality in representing a property, we will reshoot the property at no charge. If the client, agent or seller request additional photos or services because of weather or seasonal changes, or request substitute or additional photographs or video be taken, additional fees may apply.

Each job will be considered closed and ready for invoicing from the time the photos and/or video are delivered. Any changes or requests for additional services is to be communicated to Homes In Focus before this time period.

Payment

Payment is due upon delivery of the completed photography products. Accounts not paid within the terms are subject to a 6% monthly finance charge.

Pricing is subject to change without notice.

Copyright

All images and video taken by Homes In Focus remain the property of Homes In Focus. Homes In focus grants its clients the rights to use any photographs and video taken by Homes In focus for the client's exclusive benefit. However, the photographs and/or video may not be sold or given to any other person, agent or seller without the written permission of Homes In Focus. This policy excludes the reproduction of the tours to be given to the agent's seller as a keepsake for non marketing purposes. Photos and video 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 /Video owned by Homes In Focus.

All music used in Homes In Focus videos is licensed and a copy of the licensing agreement can be asked for at any time.

Security and Privacy

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

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

Limits Of Liability

Homes In Focus photographs and video 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, and 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.