

Terms and Conditions

For Residential Real Estate Photography

As of January 1, 2020

Please take a moment to read the policies set forth by Triangle Real Estate Photography. By hiring Triangle Real Estate Photography, you are agreeing to these terms and conditions.

I am 100% committed to providing the best possible service and final product to my clients. I permit a great deal of flexibility in the use of my images and simply ask that you notify me of specific desired uses for the photos and, of course, provide me with the appropriate credit (Photos by Triangle Real Estate Photography) when my images are used.

Rights: Under current copyright laws, ownership of all photos belongs entirely to James D. Cheesman ("PHOTOGRAPHER"), owner of Triangle Real Estate Photography. The Photographer retains all rights to photos taken of properties unless otherwise agreed upon in writing, and only licenses the use of the images to the Listing Agent ("CLIENT") of the property for marketing purposes while the listing is active (up to one year).

All images produced for the Client may be used by the Client for any and all marketing materials and campaigns associated with the property and for the Client's self-promotion until the license expires. The photos may also be used by the Client's parent company for the sole purpose of marketing the specific property photographed.

Any usage of the images by a third party, including but not limited to, architects, builders, stagers, designers, sellers or buyers, is strictly prohibited unless approved in writing by the photographer.

Relationship of the Parties: The Photographer is an independent contractor and shall not be deemed to be an employee of the Client. No agency, partnership, joint venture, or employee/employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. The Photographer and the photos or any other deliverables prepared by the Photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this agreement.

Fees: All agreed-upon fees and expenses are due at the time the photos are delivered. Triangle Real Estate Photography reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current.

Cancellations/Rescheduling: Triangle Real Estate Photography will charge a 50% fee for cancellations made with less than 24 hours' notice. Please note that the entire shoot amount will be assessed if I arrive at the property to find the shoot is cancelled (including denied access to the property and the home not being ready for photos).

There will be no fee assessed for rescheduling due to bad weather. If it is raining at the time of the shoot, I will continue with the interior shots and return for the exterior shots at another time (no additional charge).