

Affordable Real Estate Media

Terms & Conditions – Last Update: July 1, 2019:

1. **PRICES:** Prices quoted on our standard rate sheet are retail or are specially priced, pre-made packages and do not include the effects of bulk, contract, special promotion, or occasional SALE pricing. Price reductions, regardless of purpose, may never be additive or combined unless otherwise noted.
2. **PRICE CHANGES:** Unless the client is under a term contract or agreement, AffREMedia reserves the right to modify its pricing from time to time as needed, without prior notice. Clients under a term contract or agreement are not eligible for occasional SALE pricing.
3. **DEPOSIT & PAYMENT:** A deposit of 25% of the total work order shall be paid at time of order to secure a firm appointment time. The balance due on the work order shall be due, payable and collected at the time of work order completion and delivery of media assets to client, unless client has selected the "Delay Payment Option". Delay Payment Option time period will be for up to 6 months from the date/time of delivery of media assets. If by the end of 6 months, the property has not closed in escrow, unless property is under contract, the final amount due shall then be due and payable.
4. **WORKMANSHIP WARRANTY:** After delivery of media assets to client by AffREMedia, client shall inspect the work done in a timely fashion (usually within 48 hours of delivery). If client is not satisfied with the quality of workmanship, AffREMedia will resolve the problem within the first 24 hours after time-stamped notification of the problem. If at the end of this 24 hour period, client is still not satisfied with the quality of workmanship, within the next 24 hours, AffREMedia will either re-shoot the portion of the work order in question, or will refund pro-rata amounts paid by client for that portion of the work agreed between the parties to be defective.
5. **DELIVERY OF ASSETS:** Normal delivery time after shoot is complete is 24 hours for most assets. If client wishes certain assets to be delivered sooner, AffREMedia will do best it can to accommodate client within 12 hours, but will assess a 25% surcharge for this service. Please know that certain assets are processed by 3rd party vendors and by nature of how they are processed, can take a minimum of 48 hours from completion of the shoot in order to be delivered.
6. **SCHEDULING:** Depending upon services ordered, more advance notice is always better. Client is urged to order services a full 72 hrs (minimum) in advance of delivery time required. AffREMedia uses 3rd party vendors to process certain services listed on its rate sheet. As a result, such services can take 48+ hours to be delivered to AffREMedia, which could extend delivery time to client. At time of order, AffREMedia will inform client as to projected delivery time.
7. **PRE-SHOOT CHECKLIST:** Client is urged to communicate the checklist to the appropriate party; home, business, or venue owner/manager, to make certain the property is "Photo-Shoot-Ready" by the time our photographer arrives for the appointment. The photographer is unable to move furniture, de-clutter spaces, or deal with the typical tasks on the checklist, however if needed or

not already done, the photographer will open or adjust blinds and turn all lights on prior to beginning the shoot. Likewise, they will return them to original state when the shoot is complete. In return for this additional effort, we will add a minimum charge of \$35 to your invoice (more for larger properties).

8. **REFUNDS:** If a client cancels a scheduled work order more than 24 hours prior to the scheduled shoot appointment start time, client is entitled to a 100% refund of any previously paid deposit funds, with or without reschedule. Refunds for any other reason, other than the conditions specified in item 4. Workmanship Warranty, above, will not be possible.

9. **LICENSE / USE:** Purchaser / Client, after paying for Media Assets as agreed, is granted a conditional license by BScott, LLC, dba, Affordable Real Estate Media, hereafter, "AffREMedia", to use the Media Assets, hereafter, "Media", created by it for the duration of the listing contract period, plus 12 months, for the property shown in such Media and named on the AffREMedia Work Order, strictly for purposes of selling said property. Such conditional license shall terminate one (1) year after sale (close of escrow) by Purchaser / Client, which gives Purchaser / Client a full 12 months to use the Media for marketing purposes. In the case of Media created by AffREMedia for commercial businesses and short or long-term property rentals, including Hospitality rentals; Hotels, Motels, Timeshare, etc., Purchaser / Client shall have a conditional license to use the Media for its exclusive use. No use of the Media, other than that described herein, shall be authorized. Additionally, no 3rd parties shall use the Media for any purpose whatsoever, without first paying a license fee to AffREMedia for these purposes.