

## Full Package Media Austin LLC | Terms and Conditions

- 1) Full Package Media Austin LLC, hereby referred to as FPM, reserves the right to use any image or recording for any marketing purposes.
- 2) If subject of work is outside Austin, TX or home point of indicated hub, FPM reserves the right to add a reasonable transportation fee.
- 3) FPM guaranties the client a professionally produced product. If the product created is not acceptable based on reasonable standards determined by FPM, FPM will refund client's fees. Client will not be eligible to receive any part of photographs or recordings if fees have been refunded.
- 4) If the product is unacceptable to customer from an editing standpoint, FPM will re-edit footage a second time based on written notes provided by the client. If this second edit is unacceptable, FPM will charge a set fee to continue refinement of recording.
- 5) If a legal dispute arises with regards to the business conduct or representative's actions while contracted by FPM, client agrees to a privately mediated settlement.
- 6) All FPM clients will submit payment upfront before any shoot is fulfilled.
- 7) Customer will provide a "show ready" property at the time arranged for the recording. FPM will not be responsible for "preparing" the subject property for the recording. If the recording of the property is unacceptable based on the condition of the property or it's contents, FPM will charge a reasonable fee to re-record the property, including travel expenses.
  - i. If items are left out or are visible in the shoot that the client does not want, the client will be assessed a fee to remove these items in post-production editing. This will be charged depending on the nature of the item and difficulty of removing.
  - ii. FPM may not remove things that drastically alter the appearance of the property and do not provide an accurate representation of the property (telephone poles, radio towers).
- 8) The date selected at the time of booking is considered to be confirmed unless FPM indicates that the selected date is not available or the client changes the date at least 48 hours prior to the shoot.
- 9) If the client cancels the shoot within 24 hours of the scheduled time, the client will pay a \$50.00 cancellation fee
  - i. This applies if the photographer shows up and is unable to access the property due to the realtor not being present, incorrect access code being provided, or any other issue that makes the property inaccessible.
- 10) FPM is not responsible for weather related detrimental effects of recording.
- 11) If the weather is not suitable for shooting the property, FPM will contact the client as soon as the decision is made to cancel the shoot. There will be no fee for weather cancellation. FPM will provide the complete weather policy upon request.
  - i. Grey skies or cloudy weather is not a reason to cancel a shoot.
  - ii. Grey skies can be changed to clear skies for a fee. Information available on FPM's website.
- 12) FPM agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any representative.
- 13) FPM agrees to maintain a clean and functioning website for hosting client's videos. FPM will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.
- 14) Your initial payment includes hosting and storage for all media for 1 year from the booking date. This can be extended for a fee.
- 15) Client is granted a limited, non exclusive right to create a "hyperlink" to FPM's website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.
- 16) FPM nor its independent contractors are responsible for damages, delays or failures in performance resulting from acts or occurrences beyond reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (hurricanes, tornadoes, earthquakes, acts of terrorism, etc.)
- 17) No other terms or conditions apply unless specified in writing.
- 18) As a condition of FPM's website Services, you agree not to use such services for any purpose that is unlawful or prohibited by these terms and conditions, and agree to comply with any applicable local, state, federal and international laws, government rules or requirements.
- 19) FPM may immediately terminate any account, which it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.
- 20) Each client/customer is responsible for abiding by their local MLS regulations in regards to allowing FPM access to their MLS and the realtors login information. FPM is not able to and will not keep up with each individual MLS' rules and regulations.
- 21) The realtor/client is responsible for the accuracy of the homes and FPM is not responsible for grass replacement, sky replacement, virtual staging or other editing options/enhancements. The realtor/client should contact FPM for any changes needed to be in compliance. The realtor/client should consult their broker or local MLS board for official rules and regulations. The client understands that all photos are edited and they are responsible for the accuracy of the photos.
- 22) Matterport 2D floor plans are for illustrative purposes only and are not to be used instead of an appraisal or official survey.
- 23) The payor of the shoot is responsible for ensuring that FPM and their photographers are allowed to photograph the property. If any issues arise, FPM will hold the payor fully responsible for actions taken by the owner or manager of the property.
- 24) Usage Rights
  - i. All FPM images and videos are copyrighted and the client/payor is granted permanent usage rights to the media.
  - ii. Images and/or videos can be used only by the realtor or client that purchases the images and/or videos.
    1. The images and/or videos are not allowed to be given or shared with others including: builders, stagers, other realtors, or others involved with the property.
    2. Payment may not be split among different people. Only the person whose name is on the credit/debit card is granted the permanent usage rights.
    3. If you want to use the images and/or videos please contact us for information on purchasing permanent usage rights or how to properly credit FPM for it's work.
- 25) These terms and conditions set forth by FPM are subject to change at anytime and should be read prior to each booking.