

## Terms & Conditions

- 1) Sky Scape Pix LLC, hereby referred to as Photographer/Videographer, reserves the right to use any image or recording for any marketing purposes.
- 2) If subject of work is outside of our local working area, we reserve the right to add a reasonable transportation fee.
- 3) Photographer/Videographer guaranties the client a professionally produced product. If the product created is not acceptable based on reasonable standards, Photographer will refund client's fees or offered an agreed upon solution such as but not limited to reshooting the property. 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, Photographer/Videographer will re-edit footage a second time based on written notes provided by the client. IF this second edit is unacceptable, Photographer/Videographer reserves the right to charge an hourly 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 Photographer, client agrees to a privately mediated settlement.
- 6) Customer will provide a "show ready" property at the time arranged for the recording/photographing. Photographer/Videographer will not be responsible for "preparing" the subject property for the recording. If the recording/photographing of the property is unacceptable based on the condition of the property or it's contents, Photographer will charge a reasonable fee to re-record the property, including travel expenses.
- 7) Photographer/Videographer is not responsible for weather related detrimental effects of recording/photographing.
- 8) Photographer/Videographer agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any representative.
- 9) Photographer agrees to maintain a clean and functioning website for hosting client's videos/photos. Photographer will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.
- 10) Client is granted a limited, nonexclusive right to create a "hyperlink" to Sky Scape Pix's website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.
- 11) Photographer/Videographer nor its independent contracts is 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.)

12) If the Client cancels the booking 2 days before the shooting date there will be no cancellation fee. If there is a cancellation within 24 hours of the scheduled shoot client is subject to a fee of 50% of the fee of the shoot. If there is a cancellation on the same morning/day of the scheduled shoot Sky Scape Pix reserves the right to charge a cancellation fee of 100% of the scheduled project cost. If there is an emergency give us a call and we can discuss a solution to the matter.

13) As a condition of Sky Scape Pix'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.

14) Photographer/Videographer may immediately terminate any account, which he/she believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.

15) No other terms or conditions apply unless specified in writing.