

Real Estate Limited License Terms of Use

By ordering services from Febre Frameworks you agree to the following Service Agreement for Digital Imagery. I hope these policies are helpful and instructional as we work together to create beautiful photographs for your marketing.

Limited Licensing Release:

- In order to provide you with the best service and support at reasonable pricing, we do not sell our photographs. Febre Frameworks licenses their use. The fee quoted is especially dependent on (1) payment of the invoice in full, (2) using the photographs only as indicated, and (3) protecting them with proper copyright notification.
- This service agreement is a limited license photo release.
- Your Rights permit you to post our photographs on multiple listing services, social media and marketing purposes.
- Only the agent has permission to use the delivered images on any electronic or printed form of advertisement for the promotion of the property.
- If anyone (Builders, stagers, designers, or “third parties”) asks to use the images, you agree to refer them to Febre Frameworks. If Febre Frameworks agrees to allow others to use the images, additional licensing fee may be required.
- For image integrity, and quality control Febre Frameworks ask that Images not be altered once delivered. Image editing will be done by Febre Frameworks, fees may apply.
- Photo credit must be given to Febre Frameworks when used on any and all social media sites.
- Images cannot/will not be made available to another agent who takes over an expired or withdrawn listing. The agent agrees that the photographer will remain the owners of all the copyrights of all images.
- Unauthorized use of images is a copyright violation and will result in termination of this contract. Copyright Notice: ALL PHOTOGRAPHS ARE THE COPYRIGHT OF Febre Frameworks. Copyright is not and will not be transferred to any other party.
- Licensing may be obtained for various applications of images. Please contact Febre Frameworks for more details.
- The photographer retains the copyright and ownership of all images from the photo session and reserves the right to reproduce images for portfolio, studio display, gallery display, website, self-promotion, photo contests, teaching classes, other uses deemed appropriate by the photographer. Febre Frameworks agrees not to use the Products in a way that interferes with your Rights.

- Febre Frameworks reserves all rights not granted to the agent by this agreement. If Febre Frameworks discover that someone is infringing on the copyright agreement, the agent agrees to cooperate with Febre Frameworks to help stop the infringement or collect damages.

Third Party Policies:

- Zillow: Zillow Video Walkthroughs and Zillow 3D Home is a 3rd party service and cannot be held against Febre Frameworks. We capture and upload the services using the Zillow App; it is up to Zillow to ensure they are uploaded in a timely matter and to the correct listing address.
- Matterport: In order to continue to serve our clients and to allow us to host future Matterports, we will be deactivating Matterports that are older than six months, this is subject to change depending on demand. If an ongoing Matterport needs to be hosted past the six months, a cost will be associated of \$5 per Matterport monthly. If you wish to host your own Matterport, reach out to Matterport and discuss a monthly plan with them directly. For Matterport scans of non-attached buildings that will need its own Matterport cloud space a \$50 charge will be applied.
- Virtual Staging: Photos being virtually staged will need to be approved by client via email or phone. Office staff can suggest photos to help select which photos will be staged but will need to be approved before staging can begin. Virtual staged photos can take up to 48 hours to deliver. Product will need to be paid for before release of service. If client agrees to have photos virtually staged and listing is sold before delivery of product, client will still be invoiced and must pay for the service.

Shoot Requests:

- To ensure the best results of the photo shoot please be sure the home is ready prior to the scheduled shoot time. We work on a set time schedule for every shoot. Time is a precious commodity, both yours and Febre Frameworks.
- It is the agent's responsibility to ensure that the listing is ready for photographing at the arranged time.
- For liability, Febre Frameworks does not handle any cleaning, dusting, or moving of furniture.
- The homeowner shall ensure that there are no hazards to the photographer's safety.
- The photographer will work with agents and/homeowners with regard to pets, but the photographer is not a pet wrangler. If pets will be an issue, please make a note of it when you order services.

- Generally, we will be photographing through the entire home. We do not include closets or garages but if you would like these areas included, please let booking specialist know prior to the shoot.
- Amenities are included on a property shoot. If you are requiring amenities to be photographed, please contact Febre Frameworks prior to the shoot for additional information.
- The agent authorizes Febre Frameworks to come onto the Property and take photographs.
- The agent has the authority to allow Febre Frameworks entry and permits Febre Frameworks to take photographs.
- The agent promises to indemnify, defend and pay the expenses of Febre Frameworks defense if a claim is made against Febre Frameworks arising out of the services Febre Frameworks perform for the agent.

Cancellation/Rescheduling Policy:

- Febre Frameworks understands that homes may not be ready for shooting as expected. It is the responsibility of the agent to inform Febre Frameworks as soon as possible for rescheduling.
- Reschedules will be subject to the Febre Frameworks availability.

Weather Policy:

- There will be times services cannot be completed due to weather. In those circumstances, the decision about shooting is up to the agent. If the agent chooses to proceed with photography, Febre Frameworks will provide the best images we can. If additional outdoor photos are required on a better weather day, a re-shoot fee will not apply.
- No reschedule fee will be charged in the event of bad weather.
- Reschedules will be subject to availability.

Payment Policy:

- Credit card payments can be processed over the phone or online prior to the session. If check used for payment. It must be made out to Febre Frameworks and sent to 3802 Ehrlich Rd

#308 Tampa, FL 33624. Check will need to be delivered to the office before releasing any product.

- The photo release is not authorized until payment is received in full.
- Failure to pay for the images will result in a copyright infringement. You will be asked to remove the image from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.

Thank you for taking the time to read this agreement and complying with these terms. If questions arise, feel free to contact Febre Frameworks directly.