

Terms and Conditions

**Just Listed Real Estate Photography
Traditional Listings (Agent-Represented Properties)**

License

Upon receipt of payment, Licensor (Just Listed Real Estate Photography) grants the Licensee a **non-exclusive, non-transferable license** to use the delivered photographs and media solely for marketing the **specific property photographed** while it is actively listed for sale.

Ownership of all images and media remains with Licensor.

Community, neighborhood, or amenity images remain the exclusive property of Licensor and are licensed only for marketing the photographed property.

Media may not be transferred, sublicensed, reused for future listings, relists, or used by another agent or brokerage without prior written permission from Licensor.

Any modification to this license must be agreed to **in writing prior to services being performed**.

Fees, Payment & Access

Unless special access arrangements are made in advance, an agent, property owner, or authorized representative must be present at the scheduled photo appointment. **Access may also be provided via mechanical lockbox, smart lock, or entry code.**

Licensor is not responsible for inaccessible properties and reserves the right to charge cancellation, reschedule, reshoot, or travel fees when access is not provided, is restricted, or is delayed.

Delivery of Media

When a session is completed and media is processed, deliverables will be provided electronically via a secure download link sent to the email address on file.

Certain services requiring additional production (including floor plans, video, or virtual staging) may be delivered separately.

Licensor is not responsible for undelivered emails but will resend links to an alternate address upon request.

No refunds are issued if a listing sells, is withdrawn, or changes status between the photo session and delivery of media.

Hosted Content (If Included)

If a project includes a hosted property website or virtual tour, hosting is provided for **one (1) year** unless otherwise stated.

Licensee is responsible for downloading and archiving all media prior to the end of the hosting period. Hosting extensions may be available for an additional fee if requested in writing before expiration.

Licensor is not responsible for media loss or access issues after the hosting period ends.

Limited Warranty; Corrections

Licensor warrants that services will be performed in a professional manner consistent with industry standards.

If delivered media contains **technical errors or processing issues** that materially deviate from these standards, Licensor will make reasonable corrections to the affected media at no additional cost, provided written notice is received within **ten (10) days of delivery**.

This warranty does not include reshoots or revisions based on stylistic preference, subjective dissatisfaction, changes in property condition after the shoot, or requests for additional angles, compositions, or lighting not captured during the original session.

Requests for corrections must be submitted within **fifteen (15) days** of delivery.

Payment Terms

Licensee agrees to pay all invoices in full upon delivery unless otherwise arranged in writing.

Late payments beyond 30 days incur a **\$25 late fee**. Balances over 30 days accrue **3% monthly interest** until paid in full. Collection costs, including legal fees, are the responsibility of the Licensee.

Licensor reserves the right to suspend services for non-payment.

Service pricing is subject to change without prior notice.

Cancellation Policy

Cancellations or reschedules made more than 24 hours prior to a session incur no penalty.

Cancellations within 24 hours will be charged **\$50**.

Cancellations within 12 hours or less will be charged **\$150**.

Property Preparation

It is the Licensee's and/or property owner's responsibility to ensure the property is photo-ready at the time of service.

Licensor will capture the property in its **as-is condition**, aside from minor adjustments such as turning on lights or adjusting blinds to enhance photo quality.

Licensor does not verify property condition, square footage, or factual listing information. Licensee is solely responsible for listing accuracy.

Digital Enhancements & AB 723 Disclosure Responsibilities

Licensor may provide photographs or media that include **digital enhancements** performed for marketing purposes.

When digitally enhanced media is delivered, Licensor will provide:

- A version of the media that includes **clearly labeled disclosure text on the image**, and
- A corresponding version of the same media **without disclosure labeling**, where applicable.

Licensee acknowledges that the use of digitally altered real estate media may be subject to **California AB 723**, MLS rules, and NAR/CAR advertising standards.

Licensee is solely responsible for:

- Understanding and complying with applicable disclosure laws and MLS requirements
- Determining when, where, and how disclosure must be applied within MLS remarks, syndication, or other advertising contexts

Licensor does not provide legal advice and is not responsible for fines, sanctions, claims, or disputes arising from a Licensee's failure to comply with disclosure, MLS, or advertising requirements.

Limitation of Liability

IN NO EVENT SHALL LICENSOR (JUST LISTED REAL ESTATE PHOTOGRAPHY) BE LIABLE FOR LOSS OF USE, PROFITS, DATA, OR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICES PROVIDED.

TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO JUST LISTED REAL ESTATE PHOTOGRAPHY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Amendment of Terms

Licensor may update these Terms and Conditions at any time. Any material changes will be noted in booking confirmations.

Cross Promotion

Properties may be featured by Licensor on social media or other platforms once the listing is active.

Licensees wishing to opt out of promotional use must notify Licensor **in writing prior to services being rendered.**

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