

HG Media Terms & Conditions

Property Readiness:

- The Client is expected to have the property "camera ready" prior to the beginning of the arrival window. This includes all cleaning and furniture staging.
- We ask that you have your clients review our Getting Ready checklist
- If the photographer arrives at the appointment and the home is not ready, the property will be shot "As Is".
- We value your feedback and input for choosing the best angles to photograph the property. If you would like to give input, please meet the Photographer at the beginning of the appointment or add notes in the "comments" section of the order.
- Absent your input, the photographer will use his/her best judgment and experience to decide which angles will best highlight the property.

Order Details & Accuracy:

- The Client is expected to have accurately entered or communicated all pertinent information at the time the order is placed. We reserve the right to update incorrect information and adjust the pricing of the order to accurately reflect the order (ex. The client enters that the property is 1,200 square feet but it is actually 2,400 square feet).

Reschedule/Cancellation Policy:

- Confirmed appointments canceled or rescheduled within 24 hours before the appointment start time are subject to a \$50 cancellation fee.
- Appointments that cannot be completed due to weather issues (ex. Our photographer is unable to fly the drone due to rain/wind, or too heavy of rain to capture exteriors), will be

rescheduled after contacting the Realtor and the \$50 cancellation fee will be waived.

Payment Terms:

- You will be invoiced after all media has been delivered. Payment is due upon receipt of the invoice. After 15 days of non-payment, a late fee of \$25/month will be assessed.
- If there is a balance on your account that is over 45 days outstanding, HG Media LLC will freeze all assets & pause the ordering process until the balance has been paid.
- After 90 days of non-payment, we will send the account to collections.

Service Area Coverage:

We service properties in and around Charlottesville, as well as all of Central Virginia. For properties outside of the Charlottesville city limits, we charge a \$40/hr fee to cover our travel expenses.

Hosting:

HG Media LLC will guarantee media hosting for one-year from appointment date, with the exception of Matterport 3D Tour & Floorplan. Matterport media will be stored until sold, with a maximum of six months. Once the hosting time expires, the user is responsible for permanent media storage.

Delivery Times:

Photography: All photographs will be delivered within 2 business days of the scheduled sessions. When available, you may request next-day delivery for a \$100 rush fee.

Videography:

- Social Media Videos: 2-3 Business Days
- Cinematic Real Estate Highlight Videos: 3-4 Business Days

Rights and Usage:

Grant of Rights.

You hereby grant to HG Media LLC, and its affiliates, contractors, commercial partners, licensees, successors and assigns a non-exclusive, perpetual, fully transferable, sublicensable worldwide right and license, to create, reproduce, display, transmit, and distribute the Work through any and all media now known or hereinafter developed. The "Work" is defined as photo(s), video(s), and/or 3D content, floor plans, graphics, audio, animation, constituent files, and other visual content of the property produced under these terms including any derivative works created therefrom. Any and all rights not expressly granted here are reserved to HG Media LLC, including copyright and ownership rights in the Work. HG Media LLC reserves the right to use the Work for the company's portfolio, samples, self-promotions, entry in contests or exhibitions, editorial use, or for display within or on the outside of HG Media LLC's premises. HG Media LLC further reserves the right to assign, transfer, license, distribute, or syndicate the Work and any and all rights in the Work to its commercial partners. Except as explicitly set forth in Section 5 herein, You have no ownership rights in the work and no right to sell or license the Work to any third party or copy, modify, reproduce, or create derivatives of the Work without the prior written consent of HG Media LLC.

Usage Rights.

In exchange for the Grant of Rights set forth herein, HG Media LLC grants to You the right to use the images created from the Work and provided to you by HG Media LLC for purposes of marketing and promoting the Property, promoting Your real estate business and/or the listing(s), Your brokerage(s), and/or Your business(es) ("Your License"). Your License is non-exclusive, non-transferable, covers all territories and media, and is for an unlimited time on websites owned by You. You may authorize third-party websites such as, but not limited to, Multiple Listing Service (MLS) or real estate listing portal websites to display said content solely for the purpose of advertising the subject listing, for as long as said listing is actively listed for sale by that listing agent. Your authorization to third-party websites will automatically expire once said listing is no longer available for sale or any relevant listing agreement between the Property owner and the listing agent has ended, whichever comes first.

Releases, Licenses, and Authorizations.

By contracting with HG Media LLC to produce the Work, You warrant and represent that You are authorized to enter into this Agreement with regard to the Property and You certify that You have obtained all appropriate and necessary releases, permissions, waivers, licenses and/or authorizations (hereinafter "Clearances") for the Grant of Rights and Usage Rights set forth in these Terms and Conditions, including but not limited to Clearances from the owner of the Property and any other owners of intellectual property rights contained in, on, or around the Property and captured as part of the Work, including the underlying architectural work. You further warrant and represent that the Property owner and any occupants of the Property have waived any expectation of privacy rights in relation to the images captured and distributed in accordance with the grant of rights hereunder. You agree to indemnify and hold harmless HG Media LLC against any and all claims, costs, and expenses, including attorney's fees, due to uses of the Work for which You did not obtain the appropriate Clearance including uses that exceeded the Clearances actually obtained by You.

Indemnification/Hold Harmless.

In addition to the terms and conditions contained in Section 6, You shall also indemnify and hold HG Media LLC, its officers, members, employees, contractors, licensees, sublicensees, agents, successors and assigns harmless from and against any and all liability, claims, injuries, damages, loss, expense, (including court costs and reasonable attorneys' fees) resulting from the performance of this Agreement, or any distribution or use of the Work created hereunder resulting from Your breach of any warranties, representations or certifications hereunder, or resulting from Your negligent or intentional acts or omissions and/or those of Your officers, agents, independent contractors, employees, family members, invitees, licensors, the Property owner, and/or guests.