



Holmes Media – Real Estate Photography Terms & Conditions

Effective Date: January 1st, 2025

Location: Cleveland, TN

Business Name: Holmes Media

Thank you for choosing Holmes Media for your real estate photography needs. By booking a session with us, you agree to the following terms and conditions.

1. Property Readiness

The client is responsible for ensuring that the property is "camera-ready" prior to the scheduled shoot. This includes cleaning, staging, and ensuring that all areas to be photographed are accessible. We recommend reviewing our **Getting Ready Checklist** before the shoot to ensure everything is in place.

If the photographer arrives at the property and it is not ready, the shoot will proceed with the property in its current state ("As Is"). In such cases, no reshoots or discounts will be offered.

Feedback and Input: We value your input on the best angles and features to highlight. If you'd like to offer guidance, please meet with the photographer at the start of the appointment or add your notes in the "comments" section of your booking order. Otherwise, Holmes Media will use our professional judgment and experience to select the most appropriate angles.

2. Order Details & Accuracy

It is the client's responsibility to ensure that all details provided when booking (e.g., property size, special requests, and any specific requirements) are accurate. Holmes Media reserves the right to correct any inaccuracies, including updating the pricing if incorrect information is provided (e.g., listing the property as 1,200 sq. ft. when it is actually 2,400 sq. ft.).

Pricing is based on a single dwelling unit. For commercial or multi-unit properties, please contact Holmes Media directly for a customized quote.

3. Reschedule & Cancellation Policy

- **Cancellation:** Confirmed appointments canceled or rescheduled less than 24 hours before the scheduled start time are subject to a \$50 cancellation fee.

- **Weather-related Cancellations:** If weather conditions (e.g., rain, snow, or strong winds) prevent the shoot from being completed, we will reschedule the shoot after contacting the client. The \$50 cancellation fee will be waived in these cases.

4. Payment Terms

- **Invoicing:** An invoice will be issued after all media has been delivered. Payment is due upon receipt of the invoice.
- **Late Payment:** A late fee of \$25 will be assessed for payments not received within 15 days of the invoice date. If there is a balance overdue by 45 days or more, Holmes Media will pause the ordering process until the outstanding balance is paid.
- **Collections:** Accounts with balances over 90 days will be sent to collections.

5. Service Area Coverage & Travel Fees

Holmes Media provides services within a 50-mile radius of Cleveland, TN. The following travel fees apply:

- **0-20 miles:** \$0
- **21-25 miles:** \$15
- **26-30 miles:** \$20
- **31-35 miles:** \$30
- **36-40 miles:** \$40
- **41-45 miles:** \$50
- **46-50 miles:** \$60

Properties beyond a 50-mile radius are outside our service area and will be reviewed on a case-by-case basis.

6. Pricing Structure

Our pricing is based on the following factors:

- **Square Footage:** Larger properties require more time for photography and editing, which affects pricing.
- **Add-Ons:** Services such as drone photography, video tours, and virtual staging are priced separately.
- **Travel Fees:** Travel charges are based on the distance from our Cleveland, TN location. See the “Service Area Coverage & Travel Fees” section for details.

We do not offer bundles or discounts unless explicitly stated on our website or social media platforms. Pricing is firm unless there is a special promotion or package specifically advertised.

7. Rights and Usage

Grant of Rights: By contracting with Holmes Media, you grant us a non-exclusive, perpetual license to use the photos, videos, and other content produced for the purposes of marketing, self-promotion, contests, or portfolio display.

Client Usage: You are granted the right to use the images for marketing and promotional purposes, including MLS listings, your personal website, and other real estate platforms, for as long as the property is actively listed. The usage rights extend to the listing agent, the agent's

brokerage, and any involved third parties (e.g., stagers, contractors) solely for the promotion of the listing.

Third-Party Use: The photos and videos may not be used by other agents or individuals for other listings without permission. If the property is reassigned to a new agent, that agent must pay for a new shoot or obtain permission from Holmes Media to use the existing media.

Releases & Permissions: You warrant that you have obtained all necessary permissions for the use of the property, including any releases from the property owner or occupants, and that no privacy rights are violated by the creation or distribution of the media.

8. Indemnification & Liability

You agree to indemnify and hold Holmes Media harmless from any claims, damages, or expenses (including legal fees) resulting from the breach of this agreement or the unauthorized use of the content.

Limitation of Liability: Holmes Media's liability is limited to the amount paid by the client for the photoshoot. Holmes Media is not responsible for any incidental or consequential damages arising from the use of the media.

9. Part-Time Nature of Business

Holmes Media is a part-time business, and the owner is also a full-time college student. While we aim to accommodate every client's schedule, please note that certain scheduling requests may be subject to availability due to school and personal commitments. We ask for your understanding and flexibility as we balance our academic and business obligations.

10. Agreement to Terms

By booking a photoshoot with Holmes Media, you agree to all of the above terms and conditions. We may update these terms periodically, and any significant changes will be communicated directly to you.

Contact Information:

Holmes Media

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