

By ordering virtual services from Raised Voices LLC, you agree to the following Service Agreement for Digital Assets. These terms are subject to change without notice.

**Cancellations:**

All scheduled photo shoot clients must provide 24 hours notice of cancellation before the scheduled appointment. Raised Voices reserves the right to charge a \$50 fee for all cancellations under the cancellation period.

**Unable to Shoot Fee:**

The client is solely responsible for the preparation and condition of the property to be photographed. If Raised Voices LLC determines that the site is not properly prepared; cannot access; or that preparation of the property will delay the photographer, we reserve the right to cancel the appointment and charge a \$50 cancellation fee.

**Property:**

It is our policy that the photographer shall not stage or move anything on the property, however Raised Voices LLC will, at the photographer's discretion, adjust minor things such as window coverings, pillows or turn on or off lights as deemed necessary to better capture the scene(s) and move small items that may be distracting in the photo.

Photographers will do their best to ensure that all significant aspects of the property are photographed unless the condition of said aspect has a negative impact on the property.

This shall be left solely up to the photographer's discretion, unless specific aspect(s) of the property are specifically requested by the agent or the homeowner.

Once the home has been photographed, the service may not be canceled. The agent will be charged the full price of the package ordered. In addition, the Photographer will not retouch images in order to disguise any known defects and/or physical structures such as cracks in walls or driveways, power lines, water towers, etc.

The property owner shall ensure that there are no hazards to the photographer's safety.

The photographer will do everything to ensure pets stay inside, but are not responsible for pets that escape the property during the photography session. Property owners should ensure pets are supervised and out of the camera's view.

### **Quality:**

Raised Voices LLC will provide the client with the highest quality of service and images possible. However, the quality is limited to the subject being photographed. In other words, a messy, dirty house will produce a high quality photo of a messy, dirty house.

### **Time Limits:**

Photo shoots are scheduled for a finite amount of time. Extreme overrun of this time, above and beyond normal course of shooting (depending on number of photographs) may incur an hourly fee of \$70/hour if determined not to be the fault of Raised Voices LLC REP.

**Force Majeure:**

Raised Voices LLC is not liable for any service interruption or cancellation due to weather or Force Majeure.

**Retakes and Rainy Day Policy:**

If the weather threatens to prevent photography, it is the client's decision to continue or to reschedule. If rain is present, we can shoot the interior as the seller has probably put a lot of hard work into getting it ready for the scheduled shoot. Photographer will then return for exterior photos at the earliest day possible where the weather cooperates. Another option is we can reschedule the entire shoot to my next available appointment. (No reschedule fees will be assessed for inclement weather.)

**Arrival Time:**

Raised Voices LLC shall notify any client of a late arrival. Although we aim to be on time to every appointment, we cannot control the weather or other factors that may cause a delay. We will make every effort to keep within our allotted time slot and to arrive as scheduled. Extreme lateness due to circumstances beyond our control may be eligible for a discount on the next service.

**Liability:**

Raised Voices LLC is not liable for the failure of income of any marketing material we provide.

#### **Online Availability of Digital Asset:**

Raised Voices LLC utilizes third party services to host our virtual tours, photos, and other digital assets. Although we have chosen vendors with high availability, routine maintenance and server outages are beyond our control. We assume no responsibility for these outages, but will work to resolve the issues as quickly as possible.

#### **Alterations of Photos:**

No alteration of photos produced by Raised Voices LLC is permitted by anyone other than Raised Voices LLC beyond resolution changes or enhanced services. No use of Photoshop or other image altering software is permitted on any product by the client or associates.

#### **Additional Fees:**

Any work requested outside of the planned service may incur a fee. This includes additional time on site, and alteration to photos beyond the enhanced services ordered. Also, any tolls (bridge, highway, etc) incurred while traveling to and from a photography shoot location will be billed to client at time of final invoicing.

#### **Service Area:**

Travel up to 20 miles in one direction from Raised Voices' location in Jacksonville, Florida is included in all distal asset packages. Any trip longer than 20 miles one way will incur a travel charge of \$1 per mile.

### **Travel Fees:**

Raised Voices photographer will travel by car a total 3 hours before there is a need for an overnight stay. If a photo shoot requires overnight travel, client is responsible for all travel costs including but not limited to airfare, hotel, and car rentals. In addition there will be a \$200 per day charge for each day of travel to cover meals, parking, tolls, taxes, fuel and other miscellaneous expenses. Travel costs are due 2 months prior to scheduled photo shoot date.

### **Product Turn-around:**

Raised Voices LLC guarantees one week turn-around (usually sooner) on photography from the time the photographer leaves the property. Delivery times on products other than listing photos varies and is not guaranteed within one week.

### **Client Cooperation:**

We do our best to present you a finished product as soon as possible. At times this requires cooperation and information from the client in a timely manner. We assume no responsibility for delay of deliverables due to client delays.

**Payment Policy:**

Raised Voices LLC operates on a fee for service basis, all monies owed are payable upon delivery of services. We accept online credit/debit card payment via Stripe invoicing (standard fees apply), check or direct wires. The service charge for returned check collection is \$35.00 per item, regardless of the amount of the check or the reason it was returned.

**Guarantee:**

If for any reason you're not 100% satisfied with Raised Voices LLC's services, you will be completely refunded in full. No questions asked! No guarantees can be given for third party services.

**Copyright/Licensing:**

Raised Voices LLC retains the copyright protection of all digital assets (unless otherwise agreed upon); and reserves the right to use all images for promotion and advertising of Raised Voices LLC.

As the original licensee of the photos, you have permission to use the images in any format directly related to any marketing and advertising. Please give credit to: Photography by Raised Voices LLC / Lynsey Archibald Tischler/ [www.raisedvoices.org](http://www.raisedvoices.org)

You also agree not to sell, distribute, modify, license, or give away photos to any third parties, such as sellers, builders, remodelers, magazines, publishers or other websites,

unless expressly permitted by Raised Voices LLC. Failure to pay for images by any third party will result in a copyright infringement/violation. Please address any questions or inquiries by others directly to Raised Voices LLC.

© 2018 Raised Voices LLC