

# Terms & Conditions [Revised 10/8/22]

By entering into a business relationship with FRAMEX STUDIO, LLC, you (the Client) consent to the following terms and conditions:

## Timeframe and Delivery

Agency working days are Sunday through Friday, 9am – 5pm Pacific Standard Time, excluding US Federal holidays.

FRAMEX STUDIO, LLC makes all reasonable efforts to provide concepts and revisions to the Client within the timeframes agreed upon in initial consultations. If we are experiencing higher work volumes, your design will be scheduled for the soonest available design time slot, and you will be notified at the earliest possible time. Next day photos are exempt from this standard due to the nature of the guarantee –see details in *Next-Day Photo Guarantee*.

FRAMEX STUDIO, LLC will save design files to Google Drive / Email Attachment for Client review. The Client will provide feedback on the draft design if applicable.

FRAMEX STUDIO, LLC will review feedback and update the design as needed. FRAMEX STUDIO, LLC will continue the revision process within the specified terms to the Client's satisfaction. Revisions will be submitted to the Client within the specified timeframe where possible.

Once the Client has approved the design, the Client will pay any balance owed to FRAMEX STUDIO, LLC, and FRAMEX STUDIO, LLC will deliver the final file(s).

All requested formats of the approved design will be saved to Google Drive for the Client to download. FRAMEX STUDIO, LLC will not maintain an archive of Client files, so Clients must download and maintain their files.

## Copyright / Trademarks

FRAMEX STUDIO, LLC creates bespoke designs, and makes every possible effort to ensure designs are original and clearly, legally distinct. If a design unintentionally infringes on existing trademarks, FRAMEX STUDIO, LLC's liability is limited to free revision of the design to make it legally distinct, or the provision of a paid new design, as negotiated with the Client.

The Client unconditionally guarantees that any design element – text or graphic – provided to FRAMEX STUDIO, LLC for inclusion in the design does not violate any copyright or trademark laws. FRAMEX STUDIO, LLC will not be held responsible for any legal action that may result from improper due diligence on the availability of a name, phrase or image. The Client will hold harmless and protect FRAMEX STUDIO, LLC from any claim arising from the use of content furnished by the Client.

FRAMEX STUDIO, LLC retains the right to display designs in portfolios, on our social medias, and on our website, unless exclusion is explicitly requested and agreed upon in writing with the Client.

FRAMEX STUDIO, LLC is the exclusive copyright holder of the images and videos. Full media rights are not sold or granted, clients only receive licenses. Licensing may be obtained for various applications of images, please refer to *Photo Rights and Usage for Real Estate Media*.

# Media Rights and Usage for Real Estate Media

The original agent/client who paid for the service has permission to use the images on any electronic or printed form of advertisement for the promotion of that property. The licensing agreement is valid only for the duration the home/property is listed for sale and cannot be reused without specific written permission from FRAMEX STUDIO, LLC. FRAMEX STUDIO, LLC must be made aware, credited, and compensated for any printed or digital publication/use where photos are not being used for the direct marketing of the sale of the property.

Agents/clients may not sell, transfer, or gift any images for any reason to any third party, especially to another agent who takes over an expired, withdrawn, or canceled listing. These third parties also include sellers, builders, stagers, and any other contractors associated with the property or agent. **Image licenses are non-transferable.**

FRAMEX STUDIO, LLC reserves the right to re-license the photos.

Failure to pay for the images will result in a copyright infringement/violation. You will be asked to remove the image from any electronic or printed form of advertisement within 24 hours. Failure to stop using them will result in legal action.

Once photos have been delivered, the agent and/or homeowner may not make any digital alterations, editing, or "photoshopping" to the photos unless to crop the images. If there is an issue or concern with editing or photos please contact FRAMEX STUDIO, LLC, but do not make alterations as this is a violation of copyright.

"Community shots" such as pools, clubhouse, fitness centers, subdivision signs, etc., may be licensed in conjunction with property photos in order to market the listing. FRAMEX STUDIO, LLC retains all rights to every photo and therefore these shots are stock images. Agents/clients who choose to purchase the community/amenity package may only use those images in conjunction with the designated property. Using the photos in other marketing or in conjunction with other properties, is prohibited unless additional licensing is purchased.

# Media Expectations of Agent/Owner

Agents and homeowners are expected to have the property cleaned and staged prior to the photo shoot. If the property is not ready to be photographed you should make every effort to reschedule 24 hours prior to the shoot. **FRAMEX STUDIO, LLC is not responsible for staging, cleaning, decluttering, or landscaping.** We are not a staging service, cleaning service, or a landscaper...we are a media service. There will be a "staging/convenience fee" added if any of these are requested by the agent and there is by no means an obligation by the photographer to do these actions. For your convenience, a media/photography checklist will be sent out upon scheduling with our team.

# Media Cancellation and Rescheduling Policy

By scheduling our services you affirm that the property is ready for photos to be taken. You also understand that we charge a \$99 service fee when we must return to a property in which it is not our fault. This includes, but is not limited to: property not ready, staging incomplete, construction, agent/owner not home, no key in lockbox, etc. This does include partial photo shoots where the exterior may not be ready or certain rooms are incomplete and the photographer is required to return. We also understand things come up or may change but if a property is rescheduled or canceled within 24 hours of the scheduled shoot time, there will be a \$50 fee. Any cancellation within 2 hours of the shoot or once the media technician has arrived will be subject to 100% of the package amount.

# Weather Policy

We photograph in all weather except for rain and strong winds (for aerial media). If rain is present the client will be given the option to reschedule at no additional charge. However, the weather should be evaluated several days prior to the shoot to prevent any rescheduling. The weather policy does not cover rescheduling or canceling under 24 hours due to cloudy weather or lack of sun (rain must be present in order for the fee to be waived). If strong winds are present, it will be up to the media technician's judgment on whether or not to attain aerial footage.

# Next-Day Photo Guarantee

FRAMEX STUDIO, LLC will make every effort to ensure the final images are of high quality and represent the property in the best way. Sometimes however, an agent/homeowner may feel these images do not meet those expectations. In this case, FRAMEX STUDIO, LLC will work closely with the agent/homeowner to correct the issue and photos. A reasonable amount of re-editing will be performed at no additional cost. If a return trip is requested due to issues in the photos regarding decluttering, additional photos not specifically requested prior to shoot, or other aspects that are not directly the responsibility of FRAMEX STUDIO, LLC, there will be a charge. A minimum reshoot fee of \$99 will be charged to the agent/client, unless it is the direct responsibility of the photographer where then there will not be a charge (ie. missing specific shot requested prior to shoot). Everyone has a different idea of their "best photo" but prior to hiring FRAMEX STUDIO, LLC, please carefully review sample photos on [www.framexstudio.com](http://www.framexstudio.com) as there will be no refunds issued to clients who are not happy with the "style" of photography. "Style" refers to image angles, color, and any other visual aspect of the photo.

## Complimentary Services

FRAMEX STUDIO, LLC offers many complimentary services, though some of these services have limitations. To protect our photographer's equipment, aerial photography and videography will only be attained if weather conditions permit and the airspace is deemed safe and legal to fly. Certain geographical areas near jails, airports, military zones, etc do not permit drones to legally fly nearby and full discretion to provide complimentary aerials is left up to the camera technician's judgment. Floor plan data is sent to a 3rd party service and turnaround time is not guaranteed, though we can expect results in under 48 hours. Domain names for complimentary listing websites may not be reserved and are ultimately determined by the web designer due to factors such as availability and excessive cost.

## Delivery of Photos and Storage

For most standard real estate shoots, FRAMEX STUDIO, LLC guarantees a next-day turnaround time. Some photo shoots requiring extensive editing/special requests, such as luxury, twilight, and magazine-quality media may take up to 48 hours. FRAMEX STUDIO, LLC will also maintain a photo backup and provide access to the final images for up to 60 days after the photos are delivered to the client via download link. After 60 days, FRAMEX STUDIO, LLC cannot guarantee the photos will be available, however if they are, there will be a \$25 retrieval fee if the client requests another copy. It is highly recommended to download the photos immediately after receiving the final download link as this will ensure no future issues or retrieval fees.

# Travel Surcharge

Properties outside of 20 miles from a FRAMEX STUDIO, LLC office are subject to a minimum travel fee of \$49 depending on distance. A larger travel surcharge will be assessed for properties significantly out of range. Properties in rural or remote areas may be subject to additional travel fees depending on the extent of the distance from a major paved roadway.

**Right to Refuse:** FRAMEX STUDIO, LLC reserves the right in its sole discretion to refuse service at any time for any reason. At any time, FRAMEX STUDIO, LLC can terminate the relationship with or fire a client for overdue invoices, poor communication, or unreasonable requests.

**Payment:** Payment is expected within 7 days of delivery of the "proof" images to client, or the stated due date on the invoice. Payment is required before photos will be released for download. Failure to pay by due date will result in a 2% fee assessed daily. Failure to pay an invoice past due of 30 days or more will result in legal action. Timely payment is expected as FRAMEX STUDIO, LLC does not require payment prior to a shoot as most of the industry does.

# Revisions and Alterations

Any and all revision requests, updates, corrections, additions or variations MUST be furnished to FRAMEX STUDIO, LLC in writing. Revisions may be discussed verbally, however no work will be done until the Client submits their revisions in writing by email.

The Client understands that any and all revision requests, updates, corrections, additions or variations will incur an hourly billable or project charge. Design work is not done free of charge unless otherwise arranged with FRAMEX STUDIO, LLC explicitly and clearly in writing.

Unless otherwise agreed, FRAMEX STUDIO, LLC will complete ONE large revision stage, and TWO minor revision stages. Revision requests are to be made within THREE business days of receiving the proofs. If no revisions are requested within this time, it is assumed that the submitted proof is the accepted final. Any revisions made after this point are subject to additional fees at the hourly rate.

The total project quote or rate provided by FRAMEX STUDIO, LLC is based on a reasonable average or specified number of revisions per design item, and associated number of billable hours. On the occasion the Client requests drafts or revisions that go beyond the scope of the original quote or rate, FRAMEX STUDIO, LLC reserves the right to charge an additional hourly rate upon informing the Client that the request will incur an additional cost.

# Payment Policies

Design and development services involve significant specialization and expertise, therefore design projects should be regarded differently than a manufactured product. FRAMEX STUDIO, LLC's rates ensure appropriate compensation for the time and expertise of our graphic designers, photographers, editors, and project managers.

All quotations given are estimates only, unless otherwise negotiated and noted in writing on a Client contract. Assuming no additions have been made by the client over the course of the project, the final invoice will not exceed the quoted amount by a margin of over 5% without prior notification and written authorization by the client.

## Deposits and payments

All projects under \$500 are to be paid in full before the start of the project.

\*Optional upon request - Projects over \$500 will require 50% deposit, and the balance paid in full before delivery of the final design files. All work remains the property of FRAMEX STUDIO, LLC until final payment is received. Client may not use or distribute any works until paid for in full.

Online payments are processed securely using bank-grade SSL encryption.

Payments may be made online via Credit Card or Checks payable to FRAMEX STUDIO, LLC.

CA state and local taxes apply to physical collateral, including but not limited to business cards, yard signs, postcards, banners, and booklets.

## Delinquent Invoices

All invoices are payable on receipt, net 7 days. After 30 days, a late payment charge equivalent to 2% of the outstanding balance is applied to all delinquent Client invoices, without exception. If the Client remains in default after 60 days, an additional 2% of the outstanding invoice balance is applied as a late payment charge.

If the Client remains in default after 60 days, we will issue a final warning by email before turning the account over to a third-party collections agency or appropriate legal authority.

If a Client's payment is charged back to us by way of credit card fraud, cheque fraud or other crime, we will issue a final warning by email before turning the account over to a third-party collections agency or appropriate legal authority.

Clients are responsible for all late fees and costs incurred for reporting to collections. If collection efforts are unsuccessful, we will engage the Client in litigation to collect the debt, and all copyright will remain with FRAMEX STUDIO, LLC. The Client will forgo all rights to use FRAMEX STUDIO, LLC designs in manner, and legal action will be taken to enforce this policy.

## Abandoned Projects

A project shall be considered abandoned after 60 consecutive days have passed since the last communication received from the Client. In all abandoned projects, deposits are forfeit without option for

reclamation. Any renewal of the project after termination will require a new agreement, fee schedule and deposit.

# Privacy Policy

FRAMEX STUDIO, LLC is committed to protecting your privacy and will conduct all business in accordance with this Privacy Policy.

## Information Collection

FRAMEX STUDIO, LLC's web servers automatically recognize a visitor's domain name and IP address. The domain name and IP address reveal nothing personal about a visitor. FRAMEX STUDIO, LLC may use this information to examine web traffic and campaign performance. FRAMEX STUDIO, LLC does not automatically record e-mail addresses or any personal information of its website visitors.

## Sensitive Information Disclosure

Any hosting account information, FTP information, or domain registrar account information provided to FRAMEX STUDIO, LLC will be kept confidential. It will be used only by FRAMEX STUDIO, LLC Developers, and will be used only for the purposes of setting up a Client Listing website, managing a Client Business website, providing technical support, or other purposes established in writing with FRAMEX STUDIO, LLC.

## Disclosure

FRAMEX STUDIO, LLC will only disclose Client information or IP address when required by law or in good-faith belief that such action is necessary to:

1. Cooperate with the investigations of purported unlawful activities and conform to the edicts of the law or comply with legal process served on FRAMEX STUDIO, LLC,
2. Protect and defend the rights or property of the FRAMEX STUDIO, LLC website and related properties, or visitors to the FRAMEX STUDIO, LLC website and related properties.

FRAMEX STUDIO, LLC uses every reasonable precaution to keep Client information secure, and will not be held responsible for breach of security or the actions of any third party that receives information. FRAMEX STUDIO, LLC is not responsible for such third party privacy policies or how they treat information about their users.

# Your Consent to this Agreement

By using the FRAMEX STUDIO, LLC website and/ or engaging in business with FRAMEX STUDIO, LLC, you consent to the terms specified above. FRAMEX STUDIO, LLC reserves the right to modify these Terms and Conditions at any time.

This web page will reflect the latest Terms and Conditions. In the event there is a discrepancy between a digital or printed version of these Terms and Conditions and this web page, the Terms and Conditions on this web page take precedence.

In the event that a Client's Terms and Conditions conflict with those out here, this web page shall be considered to be the authoritative one, unless a separate contract has been negotiated and signed between FRAMEX STUDIO, LLC and the Client.

Please send any questions about FRAMEX STUDIO, LLC Terms and Conditions to [info@framexstudio.com](mailto:info@framexstudio.com)

I acknowledge that I have read and understood the above policies and procedures in its entirety and agree to abide by them.