



Photography Policy

Terms of Service

OVERVIEW:

By submitting a request to Red Fish Creations agent agrees to the following terms of service for all photography, videography, and multimedia showcases produced by Red Fish Creations.

CANCELLATION/RESCHEDULE POLICY:

In the event that the agent or homeowner has to cancel or reschedule, we ask to be notified at least 48 hours before the scheduled appointment. Notifications or cancellations within 48 hours of the appointment will result in a cancellation fee, unless appointment is rescheduled during the same week. All cancellations are to be done by phone (304-279-2118) or via email (RedFishCreator@gmail.com).

CANCELLATION FEE:

There is a \$50 cancellation fee if services are cancelled or rescheduled less than 48 hours before the scheduled appointment. The fee is waived if rescheduled in the same week, except on Fridays. There will not be a cancellation fee if Red Fish Creations or its photographers cancel or reschedule. In the event that the photographer arrives to the shoot and cannot access the home or it is not ready to be photographed, a \$75 fee will be billed to the agent/customer.

WEATHER POLICY:

It is up to the agent to continue or reschedule if the weather threatens to prevent services. If the agent decides to continue the services, please know that exterior photos will not be done under unfavorable weather conditions. There will be a charge to come back to photograph the property exterior. If the agent decides to reschedule, we will reschedule the services on our next available day and time. Please note - we cannot guarantee the next day for rescheduled services. It is up to the photographer's discretion for aerial photography or aerial videography.

PAYMENT POLICY:

All invoices owed are payable upon the completion of services. We accept all major debit & credit card companies, PayPal, and Check. Cash is not accepted. Photographers are not responsible for taking payment information in the field. If you wish to provide/modify your account information, please call Red Fish Creations directly at 304-279-2118.

OTHER FEES:

Travel fees and weekend fees may apply. Travel fees begin at \$50. Please contact us for more information regarding travel and weekend fees.

THE PHOTO SHOOT:

All houses and properties are photographed in as-is condition. The house needs to be prepared by agent/homeowner before the photographer arrives. Our photographer will use their discretion on blinds, curtains, lights, lamps, and small objects. However, staging, moving furniture, cleaning, or dusting is up to the agent/homeowner. Please review our Prep Sheet (located under the "Contact" tab) for information on how to prep a home for photos. For our photographer's safety, agent/homeowner will ensure that there are no hazards to the photographer. Homeowners should ensure that pets and children are supervised and out of the camera's view. Once the house is photographed, no cancellation is allowed after the photo shoot. We will not retouch/edit photos to remove any powerlines, cracks, holes, etc. If any information changes the day of the photo shoot, the agent/homeowner must immediately notify the office or photographer directly. It is extremely important that the agent/homeowner provides the correct address and property access to Red Fish Creations.

DELIVERY OF PHOTOS/VIDEO/TOUR:

Still photos, aerial photos, and multimedia showcases are delivered 24 hours on the next business day. Videos are delivered within 72 hours. Services completed on Friday's will be delivered by 3:00 PM on Saturday. Services completed on weekends will be delivered the following Monday.

GALLERY OF PHOTOS/VIDEO/TOUR:

Red Fish Creations will store still photographs and videos through Dropbox for 30 days after the date of delivery. It is the agent's responsibility to download the photographs or videos from the Dropbox link provided via email on delivery. There will be a fee of \$50 to resend the Dropbox link after the 30 day period, if the link is still available. We cannot guarantee the photographs and videos will be saved in Dropbox or our hard-drives after the 30 day period. Red Fish Creations reserves the right to delete inactive multimedia that is no longer in use.

COPYRIGHT NOTICE:

SINGLE USE LICENSE AGREEMENT

Red Fish Creations keeps the copyright protection of all photography, videography, and multimedia showcases. Red Fish Creations reserves the right to use all images for promotion of Red Fish Creations. The agent who paid for our services has permission/license to use the photos, videos, or multimedia on any electronic or printed form of advertisement for the promotion of that property while listed with that agent. The license/permission expires once the property has sold, expired or is withdrawn. Photos cannot be altered after they are in possession of the agent. Photos, videos, and multimedia cannot be sold or given away to the homeowner or to another agent who takes over an expired or withdrawn listing. Failure to pay for the services will result in a copyright infringement/violation pursuant to the provisions of the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512(c). The agent will be asked to remove the image from any electronic or printed form of advertisement. Failure to cease usage will result in legal action.