

TERMS AND USAGE AGREEMENT V.11-12-10

For the basic stuff.... Terms...

SECURITY EDITS

Some clients will have artwork or items in their home that they would prefer either not be photographed or edited out. Please be sure to fill out this information on the Pre-Shoot Form. One edit per room is included in the price. Additional edits are billed at \$8.00 each. Please be sure to discuss this offering with your clients. Many are often concerned about items of value being portrayed in a listing. This is a very reasonable concern and one we encourage you to address.

This service is done at the request of the homeowner. As noted in the Product Warranties and Information section, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS OR ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM SAME.

REFERRAL DISCOUNT

TELL A FRIEND and get a 10% discount. Simple! Don't keep us a secret. Remember a rising tide lifts all boats! The more good pictures get on the MLS the happier buyers get... the happier sellers get... the more money everyone makes...so hire us and grow your business.

This 10% may be combined with any other offer up to a value of 25%. Just be sure that you send me an email telling me of your referral **before** they make their purchase. Referral and new client purchase must be received within 45 days of each other.

Discount code valid for one shopping cart checkout.

SCHEDULING

Scheduling can be made directly on our site or by calling 800-470-6096 to make an appointment. All online bookings are subject to a time confirmation. Please consider the house's direction when scheduling (morning if the house faces east or afternoon if the house faces west, and so on.) While we allot up to two hours per shoot, most are completed in under 1.5 hours. Please remember the homeowner or listing agent **MUST** be present for the entire shoot.

DAY OF THE SHOOT

The homeowner or listing agent **MUST** be present for the entire shoot. If the agent is present, they need to be apprised of any special shooting considerations, security edits that need noting, etc. All major rooms will be photographed. Please download our checklists. They have been designed to make life easier and more productive for everyone involved.

PAYMENT

Payment is due in full at the time of the shoot. All payments should be made via the website or via PayPal Invoice. If you prefer paying by check, please contact us and we will happily make arrangements. A \$25 fee will be added to any returned check. Prices do not include West Virginia sales tax. Sales tax applies

to all sales.

Prices subject to change without notice.

PRE SHOOT FORM

This form should be completed and returned via email [at sold@thestylecounsel.com] or fax at 1-800-470-6096 (unless completed online) no later than 24 hours before the scheduled shoot. Having this information ensures that the photographer can be as quick and efficient as possible. It can be downloaded with the checklists or completed online by scheduling an appointment. This is most helpful. Thank you for taking the time to complete this form.

PHOTO DELIVERY

When your photos are ready for delivery you will receive an email with a password. This will enable you to download them directly from the site. If you would like them on DVD and delivered to your office, please purchase that upgrade at the time of purchase.

If you want to benefit from the embeddable slideshow (virtual tour set to music) you will have to sign the public authorization form. In order for the slideshow to function, the gallery must be public and not be password restricted. This form is also included in the Checklist Downloads.

PETS

Please be sure to have all pets contained for the shoot. They should be crated or confined to a room that will not be photographed. Please be sure to have a sign on the door, if possible. We love pets too, and want the best for all involved.

CANCELLATION, NO SHOW AND INCLEMENT WEATHER

If cancellation or rescheduling is required, we kindly request a minimum of **24 hours**. Any shoot cancelled within twenty-four (24) hours will be subject to a \$75.00 cancellation fee. The full price of the shoot will be charged if a cancellation is made within four (4) hours of the scheduled time. Arrival of the owner or agent thirty (30) minutes or more after the scheduled time will be considered a cancellation, and be billed at the full rate of the shoot. We will attempt to reschedule as soon as possible, based on photographer's schedule. In the event of inclement weather prohibiting exterior photography, a complimentary external shoot will be scheduled at the earliest possible time.

BEYOND THIS POINT IS THE LEGAL, REQUIRED STUFF.... "USAGE AGREEMENT."

THIS IS A LEGAL AGREEMENT:

BY COMMISSIONING A PHOTO SHOOT WITH THE STYLE COUNSEL, LLC AND OR BY PURCHASING ITEMS FROM THIS WEBSITE, YOU EXPRESSLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS USAGE AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THESE

**TERMS AND CONDITIONS, CEASE USE OF THIS SITE IMMEDIATELY
AND DO NOT PURCHASE GOODS OR SERVICES THERE FROM.**

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IMAGE LICENSING AND RESTRICTIONS

The term of this License Agreement is for the listing period of respective property for sale.

As this is different in every case, the license period it commences when the photos are delivered to the purchaser and the license ends either at the time the house is sold or the listing expires.

Sold is deemed to mean a transaction that transfers ownership from the "Current Owners"- the owners at the time the photo shoot was commissioned and the "New Owners" the person or persons to whom title is transferred. The New Owners have no rights the photos.

In the event the listing expires and the home has not sold. The purchaser may NOT transfer the images to another agent, broker, the "Current Owner," or the "New Owner" without prior written consent from The Style Counsel, LLC. In the event a transfer of license is requested, a transfer fee may apply.

The purchaser may extend the license in the event that they re-list the house for sale with the same "Current Owners" within 9 months of the expiration of the original listing.

Once the property is sold or the listing expires, the images must be removed from the MLS or any other advertising site, within 30 days of the sale closing.

The sole exception to this is the Unlimited license is granted to purchase additional images and products using the images from www.thestylecounsel.com

EXCEPT AS SPECIFICALLY NOTED, YOU MAY:

You may print the images and distribute in printed, electronic or digital form in any manner for any purpose including but not limited to the following: advertisements, promotions, presentations, brochures, magazines, magazine covers, and Broker's web site, for the duration of the license agreement.

You may provide the The Style Counsel images in digital form to another company solely for the purpose of printing the images or creating film separations.

YOU MAY NOT:

1. Alter, modify, combine and manipulate the images created by The Style Counsel.
2. Use the The Style Counsel, LLC images in such a way that they imply an endorsement by The Style Counsel, LLC, TheStyleCounsel.com or its Suppliers of any product or service not acquired through our site.
3. Distribute the The Style Counsel, LLC images in a manner intended to be separable from this License Agreement .
4. Sub-license, sell, resell, distribute, give away, lend, rent, lease or provide others with any of the The Style Counsel, LLC images.

SUITIBILITY

The purchaser of any photos expressly acknowledges that they take full responsibility for the suitability of the delivered photos for listing on MLS or other sites on the Internet. By purchasing any photos from The Style Counsel, LLC, the purchaser expressly accepts the photos are suitable for the purpose for which they were intended and that the homeowner (regardless of whether they or their agent purchased the photos) expressly takes full responsibility for their content, liability, and display. This paragraph is pursuant to the section titled Disclaimer of Warranties; Limitation of Liability.

WEBSITE USAGE

This Agreement (the "Usage Agreement") sets forth the terms and conditions that apply to the use of this web site and your access of features and functions. By using our web site, you agree to comply with all of the terms and conditions set forth. You shall be responsible for protecting the confidentiality of your password(s), if any. Please see our Privacy Policy for terms that apply to our practices and data collection.

We reserve the right to change the terms of this Usage Agreement, including our separate Privacy Policy any time. Any additions, changes, modifications, or deletions shall be effective immediately upon posting unless otherwise specified. We have no duty or obligation to inform prior users of this web site that changes have been made, regardless of the scope and importance of the changes. We encourage you to periodically check back and review this Usage Agreement so that you will always know the current terms and conditions that apply to your access to and use of this web site. Your continued use of our web site after the changes are posted will be deemed to constitute your agreement to and acceptance of such changes. We may vary, change, restrict access to, suspend, or discontinue this web site, or any portion of this web site, at any time.

We reserve the right to cancel, terminate accounts, refuse service, and/or cancel orders at our discretion, including, but not limited to, if we believe that customer conduct violates applicable law or is harmful to the interests of The Style Counsel, LLC, affiliates or licensees.

SITE OWNERSHIP; LICENSE TO USE

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Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party (e.g., address, telephone number and email address);

A statement that the complaining party has a good faith belief that use of the material is unauthorized; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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You acknowledge and agree that we may preserve and store any communication by you with us through the web site or any service offered on or through the web site, and may also disclose such data if required to do so by law or we determine that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce this Usage Agreement, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of The Style Counsel, LLC, its employees, users of or visitors to the web site, and the public.

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MISCELLANEOUS

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QUESTIONS

If you have further questions that were not addressed in the above policy, we will do our best to resolve them in a timely and mutually agreeable fashion. Please email us at: sold@thestylecounsel.com

PRIVACY POLICY

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Once again, if you have further questions that were not addressed in the above policy, we will do our best to resolve them in a timely and mutually agreeable fashion. Please email us at: sold@thestylecounsel.com