

TERMS OF SERVICE

By ordering services from Adkins Media, the client agrees to the following Service Agreement for video and photo needs. We have these guidelines in place to ensure a smooth and efficient service is completed by us as Adkins Media and received by you as the client.

APPOINTMENT REQUESTS:

To ensure the best results of the appointment, please be sure the property is ready prior to the scheduled appointment.

By confirming your appointment, you agree to the readiness expectations and policy: you agree that the home will be ready to photograph and film on the scheduled date and time you have selected.

This includes working with the builder and seller to ensure the home is photo and/or video ready.

Any home that is not photo and/or video ready on the scheduled date and time will result in a \$50 rescheduling fee.

For liability purposes, Adkins Media does not handle any of the prep for the readiness of the property, including but not limited to, cleaning or moving of furniture.

TIME, CANCELLATIONS, AND WEATHER POLICY:

By confirming your appointment, you agree to Adkins Media's cancellation/rescheduling policy: cancellation/rescheduling of appointment is allowed up to 24 hours before the appointment.

Any cancellation and/or rescheduling of appointment within 24 hours of the scheduled appointment will result in a \$50 fee.

Though we do not charge for a rescheduling fee due to weather related circumstances, it is at the client's discretion on if they would prefer to reschedule the set appointment due to weather related circumstances. NOTE: we cannot provide aerial/drone services while it is raining/there is moisture in the air or during hazardous wind conditions.

If the client would like to reschedule due to weather related conditions, we ask the client reschedule within 24 hours before the appointment.

If booking a FULL PACKAGE, please allow two hours for completion. Homes with a significant amount of square footage could require additional time.

Turnaround time for video is typically 5 business days or less.

Turnaround time for photos is next-day delivery.

Next-day video rush delivery is available at a fee of \$100. However, Adkins Media may not always be able to provide this service.

TRAVEL & ADDITIONAL SQUARE FOOTAGE COST:

Adkins Media covers a 25 mile radius within our central office location in Owensboro, KY. In the case Adkins Media is needed to travel 25 miles outside of our central office location, there will be an additional travel fee for any miles traveled (this includes travel to and from the location). This fee covers Adkins Media's time and operational cost. See below the travel fee breakdown:

Within a 25 mile radius of our central office location = no travel fee

26 – 50 miles outside of our central office location = additional \$25 travel fee
50 – 100 miles outside of our central office location = additional \$50 travel fee

Please contact us for a quote regarding any additional travel mileage outside of 100 miles.

Our additional costs for square footage can be found on the PACKAGES & PRICING sheet that was distributed to you. Please see the breakdown for each package and square footage range. This fee covers Adkins Media's time and operational cost on homes with additional square footage.

VIDEO POST-EDITING:

Adkins MEDIA's video walk-throughs typically follow a format of drone footage followed by property walk-through, with royalty free music. If another format is needed, the client must provide specific requirements or details in the "comments" section when booking an appointment with Adkins Media. Any additional edits to a video after Adkins Media has finalized it requires additional work for Adkins MEDIA (edits, re-export, upload to MLS, ZILLOW, YouTube, social media outlets, and more) and will be subject to a re-editing fee of \$35.

LIMITED LICENSING RELEASE:

In order to provide our clients with the best service, Adkins Media does not sell photographs or video; Adkins Media licenses their use.

The fee quoted is dependent on (1) payment of the invoice in full within 30 days, and (2) using the video/photographs only as indicated.

Only the Client has permission to use the delivered photos and video on any electronic or printed forms of advertisement for the promotion of the listing.

Builders, stagers, designers, or "third parties" who wish to use photographs, or video owned by Adkins Media must contact Adkins Media directly for licensing and fees.

For image integrity and quality control, Adkins Media asks that photographs and video not be heavily altered once delivered, however; resizing is okay.

Photographs and videos can be made available to another real estate agent or person who takes over an expired or withdrawn listing at a \$100 rebranding fee. Please contact Adkins for any rebranding needs.

PAYMENT & LATE FEES:

Full payment is due one week after deliverables are sent.

Overdue payments are subject to a \$25/week late fee at our discretion.

Payments overdue past a month are subject to an additional \$50/month or 10%/month late fee at our discretion.

Booking a service with us means you agree and understand the payment schedule on your quote/order and the applicable late fees for non-payment.

PHOTO & VIDEO USAGE:

Video and photos produced by Adkins Media may be uploaded to any social media or MLS listing services by the client, solely for the promotion of the listing during the pendency of this agreement. However, regardless of any terms and conditions of the MLS, at no time does this agreement provide the right to transfer copyright or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106.

WORK PRODUCT OWNERSHIP:

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Adkins Media shall be the exclusive property of Adkins Media.

Adkins Media reserves the right to use video and photos for advertising, display, publication, or other purposes.

All photos, samples, videos, and proofs remain the exclusive property of Adkins Media unless waived by an amendment to this agreement. Unauthorized use of photographs/videos is a copyright violation and will result in the termination of this contract.

SEVERABILITY:

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.