

TERMS & CONDITIONS

APPLY IN ADDITION TO THE PHOTO USAGE GUIDELINES.

PROPERTY READINESS

The Listing Agent is responsible for ensuring the property is photo-ready at the scheduled appointment time. The Listing Agent is also responsible for sharing with the seller the "Preparing for Listing Photos Checklist" (attached below). Properties that are not ready at the time of the shoot may result in additional fees, rescheduling, or limited deliverables. Historically, Tenant occupied properties and recreational type cabins have been problematic to shoot, especially if the listing agent has never viewed the property in person or chooses not to attend.

It is recommended that agents arrive 30-60 minutes before the scheduled shoot time to ensure the home is photo ready

USAGE & LICENSING

All photos, videos, floor plans, and media remain the copyright of MK Capture Photography Ltd. Purchasing services grants a limited, non-transferable license to the purchasing agent only.

Use is limited to marketing the specific property photographed (MLS, websites, social media, and listing-specific print or digital materials). Media may not be sold, shared, transferred, reused for future listings, or provided to any third party without written permission from MK Capture Photography Ltd.

TURNAROUND TIME / REVISIONS / ADDITIONAL EDITING

Listing photos and floor plans will be returned NO SOONER than the following day, final images are typically delivered on the next business day (Friday shoot = Monday delivery). Videos, and studio session deliverables will be returned approximately one week after the shoot unless otherwise stated. Video services are granted one free simple revision if needed, all other video revisions may be billed. Additional photo editing such as photoshop, virtual staging, later touch ups, etc. may all be charged.

PAYMENT TERMS

Payment is due as stated on the invoice. Media delivery and licensing rights may be withheld until payment is received. Late or unpaid invoices may result in late fees and suspension of usage rights.

LISTING DURATION / UNAUTHORIZED USE

Licensed use is valid only during the active listing period. Continued use after a listing is sold, withdrawn, or expired requires approval. Unauthorized use may require immediate removal and result in additional licensing fees.

Please see next page

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PROPERTY CONDITION REPRESENTATION

By booking services, the Listing Agent confirms they have *physically viewed the property in person prior to the scheduled appointment* and that the property is suitable for professional photography. If the property is not photo-ready upon arrival, we reserve the right to refuse to proceed with the shoot. In such cases, the full cost of the booked service may be billed.

UNSAFE OR HAZARDOUS CONDITIONS

We reserve the right to refuse, or immediately terminate services if a property contains unsafe, unsanitary, or hazardous conditions. This includes, but is not limited to, pests, mold, excessive odors, animal waste, structural hazards, or any condition that may pose a risk to health or safety.

If services are refused due to these conditions, the full cost of the booked service may be billed and a substantial additional fee of \$500 or more will apply to compensate for exposure to health or safety risks caused by the property's condition. These fees may be charged at MK Capture Photography Ltd.'s sole discretion.

PROPERTY ACCESS

Keys must be accessible on-site via lockbox, or the Listing Agent must be present with keys at the scheduled appointment time. If off-site key pickup is required, additional fees may be charged. Delays or inability to access the property may result in additional fees, limited deliverables, rescheduling, or cancellation.

PROPERTY BOUNDARIES & AERIAL MEDIA

The Listing Agent is responsible for providing a clear overhead image or reference identifying the intended property boundaries prior to the scheduled shoot time for any aerial or drone services where lot perimeter is not apparent. It is good practice to notify neighbours of drone activity in the area. All images with drawn in property lines are provided for marketing and illustrative purposes only and do not represent surveyed property boundaries or legal measurements. We are not responsible for inaccuracies related to lot lines, dimensions, or neighbouring properties.

Booking services constitutes acceptance of these Terms and Conditions and the Photo Usage Guidelines.