



## **Real Estate Agent / Builder Services Agreement:**

By purchasing ecko360 services I agree to the following:

### **Homeowner policy:**

- Home sellers/buyers may request a copy of the photos from the photographer only.
- We will supply images to the homeowner in a "owner media kit". Fees will apply. Call for details.

### **Shoot requests:**

- To ensure the best results of the photo shoot please be sure the home is ready prior to the scheduled shoot time. We work on a set time schedule for every shoot. Time is a precious commodity, both yours and ours. Real Estate Agent / Builder is responsible for the appearance in which the property is documented. Refunds will not be issued for a property that was not properly staged or cleaned. Properties not staged / cleaned properly will not be re-shot.
- It is the agent's responsibility to ensure that the listing is ready for the Virtual tour, Photos & or video, etc to be produced at the arranged time.
- For liability reasons ecko360 does not handle any cleaning, dusting, or moving of furniture.
- The homeowner shall ensure that there are no hazards to the photographer's safety.
- The photographer will work with agents and homeowners with regard to pets, but the photographer is not a pet wrangler. If pets will be an issue please make a note of it when you order services.
- Generally we will be photographing through the entire home. We do not usually include utility rooms or closets, but if you would like those included please let us know prior to the shoot. If you have a specific point of interest you want documented please specify before the shoot.
- If requiring amenities to be photographed please contact us prior to the shoot for additional information.

### **Cancellation/postponement Policy:**

- It is the responsibility of the agent to inform us as soon as possible for rescheduling.
- A photo session that is rescheduled or canceled after 8pm the day before will be charged a 50% rescheduling fee.
- Once a photographer has arrived at a property, the appointment may be canceled, however there will be no refund.

- Reschedules will be subject to availability.

#### **Weather Policy**

- There will be times services cannot be completed due to weather. In those circumstances, the decision about shooting is up to the agent. If the agent chooses to proceed with photography we will provide the best images we can. If additional outdoor photos are required on a better weather day additional charges will be applied.
- No reschedule fee will be charged in the event of bad weather cancellation unless the photographer has already left for appointment.
- Reschedules will be subject to availability.

#### **Payment Policy:**

- Payments will be received prior to delivery of images.
- Credit card payments can be processed via PayPal or through our online payment portal. You must make payment before the scheduled appointment is set in stone.
- The photo release is not authorized until payment is received in full.
- Failure to pay for the images will result in a copyright infringement. You will be asked to remove the image from any electronic or printed form of advertisement. Failure to stop using them will result in legal action.

#### **License**

- Notice of License the Photographer grants Client a limited, non-exclusive, non-transferable license for the purpose of listing the Property under the Client's current contract with the property owner. This extends to the Client's use of images on the MLS listing as well as other promotional materials intended to sell the property. In the event the property does not sell, these images may not be transferred to any other party, including subsequent listing agents or the property owner.
- Notice of Copyright It is illegal to copy or use these images without ecko360's permission. Use without permission may be subject to civil or criminal penalties.
- Ecko360 purges Matterport 3D Virtual Tours after the listing goes off the market. If you are relisting the same property and wish to retain the scan for an additional period of time, it is your sole responsibility to contact us before the purge. If you contact us after a purge on your listing's Matterport 3D Virtual Tour additional charges will apply.

#### **Property / Agent or Builder Information:**

- Contact information of Agent or Builder must be submitted before shoot takes place.

- Points of interest can be added to 3D scans of properties. It is the Real Estate Agent / Builder's responsibility to provide vetted points of interest with descriptions. Ecko360 will not be liable for any incorrect information provided for informational tags. Vetted Points of Interest with descriptions must be provided before shoot to avoid additional charges.
- Ecko360 will not be held responsible for any theft or damages that could occur due to our digital documentation of the property.

By signing below you acknowledge that you have read and understand ecko360's Service Agreement and wish to conduct business accordingly.

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Print

Date

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Sign

Date