



TERMS OF SERVICE

These Terms of Service (TOS) are between Timothy C. Lebel / Ten Mangoes Photography ("Photographer") and the person who purchases our services ("Client") for photographic, video, and/or multimedia services to be licensed for use in marketing properties for the Client.

Copyright of any photos, video, and/or multimedia created for the Client remains with the creator.

Images, video, and/or multimedia created for the Client of the property may not be transferred to any other party, including subsequent listing agents or the property owner, without permission from the Photographer. The Client understands that the Photographer owns the images, video, and/or multimedia produced for the Client, retains all rights, and may use them for the Photographer's own promotional purposes, display, publication, re-sale or other purposes.

Builders, stagers, designers, and/or other third parties do not have the right to use images, video, and/or multimedia produced for the Client without written permission or separate licensing/purchase of said images, video, and/or multimedia from the Photographer.

If, in the opinion of the Photographer, the shoot cannot be completed due to inclement weather or other adverse conditions, then the Photographer reserves the right to re-schedule the shoot at the earliest convenience. The Client has the option to accept the rescheduled date or to receive a full refund.

If the Photographer cannot perform this agreement for any reason, then the Photographer will promptly return any deposit or payment to the Client. The Photographer will have no further liability in excess of monies paid by the Client to the Photographer for that particular job. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer.

If access to a property or sections of a property is prevented or denied for any reason for a scheduled photo shoot, the Photographer reserves the right to charge the Client a rescheduling fee up to the price of the original photo shoot. A refund will not be issued in these cases. Rescheduling a property photo shoot will be subject to the Photographer's availability.



Client will provide a "picture ready" property at the arranged time. Photographer will not be responsible for moving or arranging any part of the property or any furniture on the property.

Full, unwatermarked images will not be released until payment is made in full to the Photographer. Use of any images, video, and/or multimedia prior to full payment will constitute a breach of this agreement.

Images will be accessible for 365 days in the Client's account from the time of delivery. A fee may be assessed if the Client needs access to images after this time.

The Photographer reserves the right to cancel a project for any reason and without prior warning or notice. In the case of a project being cancelled by the Photographer without services being provided, the Photographer agrees to refund any monies paid to the Client.

The Client understands that some add on services such as aerial images and 3D tours may require scheduling a separate appointment from interior/exterior images.

Any written agreement signed by both the Photographer and Client will supersede these Terms of Service.