

GUIDELINES IN PLACE TO ENSURE PROPER EXPECTATIONS & UNDERSTANDING

By ordering services from Sky High 360, 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 Sky High 360 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 \$30 rescheduling fee.
- For liability purposes, Sky High 360 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 Sky High 360's cancellation/reschedule policy: cancellation/reschedule of appointment is allowed up to 24 hours before appointment.
- Any cancellation and/or rescheduling of appointment within 24 hours of the scheduled appointment will result in a \$30 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 at the time of the cancellation prior to the appointment.
- If booking a video walk through, please allow 2-3 hours for completion. Homes with a significant amount of square footage could require additional time.
- Turnaround time for video is typically 1-5 business days or less.
- Turnaround time for photos is 48-hours or less for delivery.
- Next-day video rush delivery is available at a fee of \$100. However, Sky High 360 may not always be able to provide this service.

TRAVEL & ADDITIONAL SQUARE FOOTAGE COST:

- Sky High 360 covers a 30 mile radius within our office location in Rogers, AR. In the case Sky High 360 is needed to travel 30 miles outside of our office location, there will be an additional travel fee for any miles traveled (this includes travel to and from the location). This fee covers Sky High 360's time and operational cost. See below the travel fee breakdown:
 - Within a 30 mile radius of our office location = no travel fee
 - 31 - 60 miles outside of our office location = additional \$45 travel fee
 - 60 - 90 miles outside of our office location = additional \$100 travel fee
 - Please contact us for a quote regarding any additional travel mileage outside of 90 miles
- Our additional costs for square footage can be found on the PRICING tab on the Sky High 360 website. Please see the breakdown for each package and square footage range. This fee covers Sky High 360's time and operational cost on homes with additional square footage.

VIDEO POST-EDITING:

- Sky High 360'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 when booking an appointment with Sky High 360.

- Any additional edits to a video after Sky High 360 has finalized it requires additional work for Sky High 360 (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, Sky High 360 does not sell photographs or video; Sky High 360 licenses their use.
- The fee quoted is dependent on (1) payment of the invoice in full within one week, 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 Sky High 360 must contact Sky High 360 directly for licensing and fees.
- For image integrity and quality control, Sky High 360 asks that photographs and video not be heavily altered once delivered, however; re-sizing is okay.
- Photographs and video can be made available to another real estate agent or person who takes over an expired or withdrawn listing with a re-license fee. Please contact Sky High 360 for any re-licensing needs.

PAYMENT & LATE FEES:

- Full payment is due one week after deliverables are sent.
- Overdue payments are subject to a \$10/week late fee at our discretion.
- Payments overdue past a month are subject to an additional \$35/month late fee at our discretion.

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

PHOTO & VIDEO USAGE:

- Video and photos produced by Sky High 360 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 Sky High 360 shall be the exclusive property of Sky High 360.
- Sky High 360 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 Sky High 360 unless waived by amendment to this agreement. Unauthorized use of photographs/video is a copyright violation and will result in the termination of this contract.

PROPERTY OWNER APPROVAL:

- The Client may need to obtain a written signed approval from the property owner prior to filming or taking pictures. Sky High 360 can provide (at request) a written approval form.
- Sky High 360 makes every effort to maintain the privacy of the property owner's neighbors. All footage is focused on the property being filmed and Sky High 360 will do best to respect the privacy of anyone not directly involved. If necessary, the

client may be required to ask for permission from neighbors before Sky High 360 begins filming.

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.

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