NextPhotography™

Terms & Conditions
By using our services you agree to the following terms and conditions.

Scheduling Engagements
Services must be scheduled at least 48 hours in advance. This gives us the time to ensure the right staff are available and equipment is ready and in peak working order. This of course, is subject to time being available.

Cancellations & Rescheduling
There may be a $150 fee assessed for cancellations or rescheduling within 24 hours of the scheduled appointment. Next Photography reserves the right to decline any engagement if the property is deemed inaccessible, unsafe, under construction, or for any other reason that makes it unprepared. The client will be billed for lost time in such instances.

Readiness
The property must be clean, staged, and ready for photography upon the photographer's arrival. NextPhotography will not clean, move furniture, or alter the property. Preferable all lights will be on and the property is ready for the shoot. To assist you and your sellers, please refer to our Pre-Shoot Checklist. Our team will capture the architecture and interior spaces as they are, so please ensure exteriors and interiors are fully prepared before we begin.

Access
The client must ensure access to the property via key, lockbox, or an authorized representative present at the scheduled time. If our staff arrive at the scheduled engagement and are unable to access the property a fee of $250 will be assessed, plus any travel fees. Next Photography reserves the right to decline any engagement if the property is deemed inaccessible, unsafe, under construction, or for any other reason that makes it unprepared. The client will be billed for lost time in such cases.

Weather
Some photography is weather-dependent. In the event of severe weather (such as heavy rain or high winds), rescheduling for exterior shots will need to made, and will incur no extra fees. Indoor shoots may proceed as previously scheduled unless requested otherwise.

Drone Photography
Drone photography may be included in any engagement whether ordered or not if in the opinion of NextPhotography they add materially to the story of the relevant architecture. Drone. shots cannot be taken in high winds. It is entirely at the discretion of the PIC (pilot in command) to determine if flight operations in the prevailing conditions is consistent with safety and whether the conditions allow for the gathering of quality imagery. And of course, all drone flights must be performed in accordance with the laws of Canada and the CARs (Canadian Air Regulations). Please understand that if the property is situated close to an airport, helipad, or restricted airspace, it may be required for us to seek approval for air operations prior to a shoot by applying for an SFOC (Special Flight Operations Certificate) and that this may delay our the aerial shoot as SFOCs take time to organize and get approved by Transport Canada.

Delivery Time Lines
All Media: Photos, 3D Virtual Tours, Videos, Floor Plans, and all other associated digital media

will usually be delivered within 48 hours of the end of the shoot, unless otherwise agreed to in advance. We aim to deliver the media as quickly as possible. However, this does not constitute a guaranteed delivery time, as we rely on third party vendors for content for virtual tours, floor plans, virtual staging and other services. We, consequently, rely upon their performance to meet our objective times lines. In practice, if a shoot ends on Monday at noon, we strive to deliver the media by Wednesday before the end of business hours. Rush Delivery may be available, but will be subject to additional fees and depends upon availability due to other commitments we may have entered into. Photographs, exterior and interior are usually provided by the end to the next business day.

Media Licensing Agreement
Unless otherwise accompanied by an Agreement, signed by both parties, all Media and materials provided by NextPhotography are subject to this Media Licensing Agreement. Effective from the booking date, this Licensing Agreement (the “Agreement”) is entered into between NextPhotography and the Client (“Client”), including the Client’s parent companies, affiliates, and subsidiaries.

Media Archival
Primary media will be saved for a minimum of 90 days from the scheduled shoot, while other photos and videos will be archived for 1 year. The property website and 3D Virtual Tours will remain active over the duration of the listing and will be archived after the listing is removed from public viewing for no more than 1 year.

Pricing
Published prices are subject to change without notice. Input costs and exchange rates, are constantly in motion thereby creating the necessity that we may need to modify our pricing. Travel fees will apply for locations outside of the Collingwood area and are assessed as $1.00 per kilometre, if the site is accessed by vehicle. Generally we charge travel fees when a property is 20 km or more away from our business address. Any additional travel related expenses such as airfare, hotel, parking, food etc. will be charged accordingly. While we may attempt to estimate travel expenses in advance of the engagement, these estimates are not guaranteed. Fees charged will reflect actual expenses and disbursements incurred in performance of the commission.. Our pricing reflects average listings of 1,500 to 2500 square feet, including basements where that is part of the shoot. Additional fees may be charged when the property is larger than 2,500 square feet, as more photographs need to be taken and edited and that requires an increase in time required to complete our work. Some of our pricing on our portal may request information regarding the size or the property and pricing will consequently l reflect that size of the property. We reserve the right to increase the price if on arriving at the property we find that the size information provided during booking was inaccurate. All additional fees and costs incurred to complete the project will be invoiced upon completion, while all rates and fees will be subject to applicable taxes. In the event that the client does not have an approved account, a retainer may be required prior to the engagement. This is generally the case with new clients with whom we have never dealt with before.

Media Licensing Agreement
Unless otherwise accompanied by an Agreement, signed by both parties, all Media and materials provided by NextPhotography are subject to this Media Licensing Agreement. Effective from the booking date, this Licensing Agreement (the “Agreement”) is entered into between NextPhotography and the Client (“Client”), including the Client’s parent companies, affiliates, and subsidiaries.

Agreement Scope
This Agreement applies to any Media: photographs, videos, graphics, digital assets, or digital

media created by NextPhotography and delivered to the Client (collectively known as “Media”) for the Engagement/Property/Project. This Agreement governs the relationship between the parties and no email communications or other exchanges can modify the terms of this Agreement unless agreed to in writing and signed by both parties.

Media Agreement & Copyright
NextPhotography retains sole and exclusive ownership and copyright of all Media and all rights thereto. This license grants the Client limited rights to publicly display the Media provided by NextPhotography for promotional or advertising purposes related to the Engagement/Property/Project of the Client. All Media, Photos, Videos, Virtual Tours, Printed Materials, etc. used for any other purpose, including resale, require NextPhotography’s express permission and may result in additional fees, unless otherwise agreed to in writing. NextPhotography holds all copyrights associated with all Media (photos, videos and iGuide content and other Media). NextPhotography holds the rights to sell or re-licence the photos or videos unless otherwise agreed upon by both parties in writing. NextPhotography holds the rights to use the photos or videos to promote the NextPhotography brand and may use the Media on its own web site or publications in the promotion of its work.

Editing & Altering Media
Media must not altered, be re-edited, modified, reproduced, re-distributed or used by other photography/media firms or retail outlets, or used in Virtual Tours other than those provided by NextPhotography. Any unauthorized use of the Media will result in legal action under Canadian Copyright Laws. Real Estate Photographs and other Media may be uploaded to MLS listing services for the promotion of the Property during the term of this Agreement. However, this Agreement does not transfer copyright or any other exclusive rights under the Copyright Act. Photos and other Media may contain copyright management information (CMI) in the form of a copyright notice © and/or other copyright and ownership information, unless otherwise agreed by the Parties.

Non-transferability
Media ARE NOT TRANSFERRABLE or for resale by the agent, broker or by the agent's client(s).

Relationship Between Parties
The parties agree that the NextPhotography is an independent contractor and not an employee, agent, or joint venture of the Client. Neither party is authorized to act as an agent or bind the other party except as stated in this Agreement. The Photos and other Media are not considered a work for hire under Copyright Law and all rights granted to the Client are defined by this Agreement.

Creative Discretion
NextPhotography has sole discretion in the manner, styling, and method of creating the Photographs and other Media. NextPhotography will use its best efforts to ensure that the Photographs and Media meet the Client’s specifications and are of publishable quality.

Media Format
NextPhotography may deliver the Photos in JPEG, TIFF, PNG, and video in MP4, MOV or other standard format at a resolution determined suitable by NextPhotography. The Client is responsible for verifying that the Photography and other Media are suitable for reproduction and must notify the NextPhotography within two (2) business days if they are not. NextPhotography will replace the Photographs or other Media with a suitable resolution, but will not be liable for poor reproduction quality, delays, or consequential damages.

Assignment and Transfer of Agreement
The client may not assign or transfer this agreement or its rights. No changes or waivers to these terms and conditions are binding unless they are in writing and signed by both parties. NextPhotography's invoice may reflect authorizations that could not be confirmed in writing due to time constraints of time or practical considerations.

Exclusivity
This agreement does NOT create an exclusive relationship, either explicit or implied, between the parties. Nothing in the agreement shall be deemed to impinge on the rights of either party rights to engage others for similar services.

Final Acceptance
Upon agreeing to the terms of this agreement, the Client has 48 hours to request any revisions to the Media provided by NextPhotography following delivery of the media. After 48-hours the revision period has passed and the delivered Media is deemed as having received final acceptance and sign-off. Both parties agree that this is sufficient time to thoroughly review the materials and accept them as final and complete.

Indemnification
The client must indemnify and defend NextPhotography against all claims, liability, damages, costs, and expenses, including legal fees, arising from the creation or use of the Media and other materials provided to the client. The client is responsible for obtaining any necessary model or property releases and ensuring that they are in full effect.

Legal Jurisdiction
This agreement sets forth the entire understanding between the parties and supersedes any prior agreements. It is governed and enforced in accordance with the laws of the Province of Ontario.

Waiver
No action by either party, except for an express written waiver, may be construed as a waiver of any provision in this agreement, and a single or partial exercise of rights or remedies and will not prevent the exercise of other rights or remedies. By engaging NextPhotography, the client agrees to all the conditions and terms outlined in these terms and conditions and the Media licensing agreement and releases NextPhotography and all its employees, associates, agents, parent companies, affiliates, and subsidiaries from any legal actions.