



THESE ARE OUR TERMS

The following agreement applies to any and all services offered at the time of booking. By scheduling any service with Image Marketing Studio, LLC, you agree to the document as it is. Image Marketing Studio, LLC reserves the right to change terms outlined in this document by updating it at any time.

AGREEMENT

This Agreement applies to any photographs and/or digital assets (collectively known as "PROJECTS") created or taken by Image Marketing Studio (collectively known as "IMS") and delivered to the Client (collectively known as "CLIENT"). This Agreement governs the relationship between the parties and in no event shall any other form of communication or exchange amend or otherwise modify the terms of this Agreement unless agreed to in writing.

TRANSFER & ASSIGNMENT

Client may not assign or transfer this agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing. However, Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

RIGHTS

All Projects and rights relating to them, including copyright and ownership rights in the media in which the projects are stored, remain the sole and exclusive property of IMS. This license provides the Client with the limited right to reproduce, publicly display, and distribute the projects only for promotional or advertising purposes directly related to the sale of the property. Projects used for any purpose not directly related to the sale of the Property must be with the express permission of IMS and the payment of additional fees, unless otherwise agreed to in writing.

INDEMNIFICATION

By accepting this contract, Licensee agrees to indemnify and hold harmless, IMS and its employees and affiliates, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorney's fees) resulting from (i) Improper use of an image, (ii) Client breach of any provision of this Agreement and/or (iii) the misconduct of the Client or their affiliates. Client will cooperate as fully and reasonably required in IMS defense of any claim. IMS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client, and Client shall not in any event settle any matter without IMS's written consent.



12520 Totem Lake Blvd NE
Kirkland, WA 98034



(206) 771-2255



Support@imagemarketingstudio.com
ImageMarketingStudio.com



PAYMENT TERMS

IMS shall be entitled to receive 100% of balance due before release of any Projects. Projects will be withheld until payment is received in full unless prior payment arrangements have been established at the time of booking.

CREATION

The manner and method of creating any photographs and/or digital media is solely at the discretion of IMS and the Client has no right to control IMS's manner and method of performance under this agreement. IMS will use its best efforts to (a) ensure the Projects conform to Client's specifications; and (b) submit all Projects to Client in publishable quality, on or before applicable deadlines.

DELIVERY

IMS may select delivery method and file format and suitable quality that IMS deems suitable as licensed. It is the Clients responsibility to verify that the Projects are suitable for reproduction and that if the Projects are not deemed suitable, to notify IMS within two (2) days. IMS's sole obligation will be to replace the Projects in a suitable manner but in no event will IMS be liable for poor reproduction quality, delays and/or consequential damages.

PHOTO REVISIONS

Project revisions are subject to a fee of \$10 per photo. For all other services and special requests that fall outside of the standard processing by IMS, pricing will be subject to the most current servicing rates.

TRAVEL FEES

Should travel outside of our standard servicing area, there will be an additional fee applied per IMS or third parties servicing the Projects. IMS may use its discretion to accept or decline projects that are outside of its standard service area. IMS agrees that Client will be notified if such a charge is necessary. Client reserves the right to terminate this Agreement should Client choose not to move forward with any Projects.

LATE FEES

Unpaid invoices shall incur 10% fee if not delivered within thirty (30) days of completed Projects. Parties agree with and understand the payment terms associated with this Agreement.



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SCHEDULING

Cancellations must be made at least 24-hours before scheduled Projects start time. Cancellations with less than 24-hours notice will be subject to a 50% cancellation fee. Client shall notify IMS at least 24-hours in advance from the scheduled date(s) of any services if a scheduling adjustment is needed. Cancellations due to weather are subject to the terms above. Interior Projects will be done as planned. However, arrangements may be made for exterior or drone services. Additional fees will apply if a re-shoot is to take place.

CANCELLATIONS & WEATHER

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CONDITION OF PROPERTY

Client will ensure that the property is clean, safe and ready for IMS's services at time of service. IMS is not responsible for cleaning, changing accessories or moving any furniture. IMS and third parties may adjust window coverings, move small items or turn on/off lights as necessary. Clients will ensure that pets are not present and any health and safety hazards are removed. IMS will not retouch images to add or remove any parts of the services to disguise damages or things otherwise conspicuous in nature.

