

TNHometour General Terms & Conditions

Property Preparation & On-Site Guidelines

The property must be fully prepared prior to the photographer's arrival. All ceiling fans should be turned off, all interior lights turned on, vehicles removed from or concealed on the property, and blinds adjusted open (parallel to the floor) or tilted upward if the view is to be obscured.

The photographer will photograph the property as presented and will not move furniture, décor, or personal items, or make adjustments beyond minor camera positioning. To limit contact and ensure efficiency, no furniture movement or staging should occur while the photographer is on site.

For the safety of all parties, there should be no contractors, tradespeople, or showings scheduled during the photo session. TNHometour reserves the right to cancel or reschedule the shoot if these guidelines are not followed.

It is strongly recommended that homeowners vacate the property during the shoot to allow the photographer to work efficiently and without interruption.

The photographer will make reasonable efforts to minimize contact with items in the home. Hand sanitizer, gloves, and equipment cleaning procedures may be used between appointments. It is understood that some contact may be required, such as opening and closing doors. Homeowners may wish to sanitize surfaces following the session for their own comfort.

The property should be clean and free of clutter prior to arrival. All unnecessary items should be removed, beds made, furniture dusted, and mirrors and windows cleaned. Any items not intended to appear in the photographs must be removed before the photographer arrives.

Access & Readiness Policy

If the photographer is unable to adequately photograph the property upon arrival due to circumstances beyond our control—including, but not limited to:

- (a) inability to gain access to the property,
 - (b) excessive clutter or unprepared conditions, or
 - (c) unrestrained animals—
- the Client will be charged 50% of the scheduled shoot fee.

Please review the Property Preparation Guide carefully and ensure that all access arrangements and preparation requirements have been completed prior to scheduling a shoot.

Property Readiness Responsibility

It is the responsibility of the Client—including the realtor, builder, stager, designer, and/or homeowner—to ensure the property is fully photo-ready prior to the photographer's arrival. The photographer may make minor adjustments to improve composition but will not move furniture, perform cleaning, stage the property, or make significant changes to the space.

Please review the Property Preparation Guide several days before the scheduled shoot to ensure the property is properly prepared and positioned to achieve the best possible results.

Cancellation & Rescheduling Policy

If you are unable to keep your scheduled appointment, please provide at least 24 hours' notice so we may reschedule your session and make the time available to others.

- Cancellations made with less than 24 hours' notice may be subject to a \$50 cancellation fee.
- Cancellations made within 4 hours of the scheduled appointment will incur a 20% fee.
- Cancellations made on site or while the photographer is en route will incur a 50% fee.

There is no charge to reschedule due to poor weather; however, the decision to cancel must be made prior to the photographer's arrival.

Any applicable refunds will be issued to the original form of payment, less the 2.9% + \$0.30 transaction fee charged by our payment processor.

Special Requests & Photography Style

Please communicate any special requests to the photographer before the shoot begins, including specific shots, angles, or features you want emphasized. Otherwise, the photographer will capture the home based on professional experience, lighting conditions, and the property's layout to achieve the best possible results. Please note that compromises may occasionally be necessary due to factors such as sun angle, obstacles, or property conditions.

Turnaround Time

- Residential Photography & Video: Next business day.
- Matterport 3D Tours: Typically next-day processing; however, final turnaround depends on the processing time of the 3D model.
- Commercial Projects: 3–5 business days.

Turnaround times are estimates and may be delayed due to technical issues, high volume, or processing delays with third-party services such as Matterport.

Payment

Payment is due at the time of the shoot and may be made by check or credit card. For your convenience, secure online payment by credit card is also available during booking.

Weather Policy

In the event of unfavorable weather on the day of your shoot:

- You may reschedule to our next available opening without incurring a fee.
- You may proceed with the shoot as scheduled, understanding that photos will reflect the current weather conditions (clouds, rain, etc.).

In cases of severe weather, the safety of our photographer and equipment takes priority. If the shoot cannot be safely completed, we will work with you to schedule the earliest possible alternative date.

Hosting & Property Websites

- Hosting for single-property websites (both branded and unbranded) is provided for one year from the date of the shoot.
- We recommend backing up all listing photos, as content will be removed from our servers after one year.
- Extensions may be arranged—please contact us to discuss options.
- Matterport tours are hosted for one year from the date of the scan and may be transferred to your Matterport account if you wish to host for a longer period.

High-Rise & Amenity Photography

- Packages for apartment/condo bookings include interior and balcony shots only.
- Amenities and common areas are not included unless building management grants access.
- Additional fees may apply for photographing these spaces, so please confirm access prior to booking.

Multi-Unit & Duplex Listings

- Duplexes or multi-unit listings must be booked as separate projects (e.g., 100 Main St Unit A, 100 Main St Unit B).
- While we will attempt to shoot units concurrently on the same day, each unit is treated and priced as an individual project.

Delivery & File Responsibility

Images, video, and 3D content will be delivered electronically via secure download link. TNHometour is not responsible for file loss or corruption after delivery. **Clients are responsible for creating and maintaining their own backups.**

Artistic Style

On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with our portfolio and is requesting Services with knowledge of the our style; that our work is constantly evolving; that our services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use their personal artistic judgment to create images consistent with their personal vision of the property, which vision may be different from the Client's and /or the Homeowner's vision of the property. Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or aesthetic criteria.

Image Usage, License & Copyright

All images, video, and 3D content created by TNHometour are the intellectual property of TNHometour and are not considered a “work-for-hire.” **TNHometour retains full copyright ownership of all content created.**

Upon full payment of the invoice, the original payor (“Client”) is granted a limited, non-exclusive, non-transferable license to use the delivered images, video, and 3D content solely for the marketing and promotion of the specific property photographed, including use in MLS, print materials, online listings, websites, and social media.

This license is granted for the original payor’s use only. Any third parties, including but not limited to builders, developers, stagers, designers, or subsequent listing agents, must obtain a separate license directly from TNHometour. Interested third parties should be referred to TNHometour.

The Client may crop, resize, or format the content as necessary for marketing purposes, provided the content is not materially altered or misrepresented. Where reasonably possible, public or published use of the images should include credit to TNHometour.

This license does not permit resale, sub-licensing, assignment, or transfer of the content without the express written consent of TNHometour.

Images, video, or 3D content will not be released or transferred to another agent who takes over an expired, withdrawn, or reassigned listing without the consent of all involved parties. If a release is approved, the new agent shall pay full price for the convenience of having the content transferred. Once payment from the new agent has been received, the original client will receive a 50% refund.

TNHometour reserves the right to use all created content for portfolio display, marketing, promotional purposes, website use, and social media, unless otherwise agreed to in writing.

Payment of the invoice constitutes acceptance of and agreement to all terms outlined herein.

Unauthorized use of the content, including use without payment or beyond the scope of this license, constitutes copyright infringement. In such cases, TNHometour reserves the right to require immediate removal of the content from all electronic and printed media and to pursue remedies available under applicable copyright

Photo Rights & Usage for Builders, Stagers, Designers, Homeowners, and Third Parties

Builders, stagers, designers, homeowners, and other third parties who wish to use images created by TNHometour must contact us directly to obtain the appropriate license. Commercial usage licensing fees may vary based on the scope of the project and the number of images licensed.

In addition to any licensing fees paid to TNHometour, a property photography release from the homeowner may be required if the property was occupied at the time of the shoot and includes personal property.

Third-Party & MLS Usage

Client is responsible for complying with MLS, brokerage, or third-party platform requirements when posting content.
TNHometour is not responsible for removal, editing, or modification of content once delivered to third-party platforms.

Additional Fees

Additional charges may apply for:

- Parking fees or access fees at urban or high-rise properties
- Elevator or service fees for multi-story buildings
- Travel beyond standard service areas
- Extended shoot time beyond scheduled hours

Confidentiality

TNHometour will not share property or client information without consent, except as required for service delivery or as necessary for marketing the content (portfolio, social media, website).

Model / Staging Releases

TNHometour is not responsible for content, furniture, or décor provided by third-party stagers or homeowners. The Client is responsible for obtaining any necessary releases for use of third-party property appearing in the photos.

Liability & Indemnification

TNHometour is not liable for any direct, indirect, or consequential damages arising from use of images, video, or 3D content. Client agrees to indemnify and hold TNHometour harmless from claims, losses, or expenses related to use of content beyond the scope of the license.