

Hometrack - Terms and Conditions

Understanding Intellectual Property

A photograph or page design is considered intellectual property. Hometrack owns the copyright to both the designs created and the photographs taken by Hometrack. Hometrack maintains the right to license their use, unless exclusive rights have been purchased from Hometrack. Simply having physical possession of photographs or digital files does not grant the right to use them.

Payment

We accept Master Card, VISA and American Express. A credit card must be on file with Hometrack for an order to be processed. The card will be charged within 24 hours after services are rendered or the shipment of your item(s). All invoices due upon receipt. We reserve the right to cancel any transaction. Partial payments are not accepted.

Returned checks will result in an additional charge of \$35. Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month. Open invoices will be sent to collections after 90 days. Customer is responsible for costs of collection including reasonable attorneys fees incurred in the collection process.

Sales Tax

All items picked up at our location or shipped to a Maryland address are subject to 6% Sales Tax.

Liability

Hometrack shall not be liable for any legal action, claim or damages resulting from or arising out of the publication of the Hometrack's photographs or designs or other use. Agent agrees to pay for any legal and related expenses incurred by Hometrack or Craig Westerman in the pursuit of any breaches of copyright that were made by agent, agent's company, or agent or company's current or former employees.

Listing Photo Terms

Copyright

All images produced for an agent or broker (hereafter referred to as agent) are copyrighted by Hometrack and are licensed to that agent for six months or as long as the listing remains active with that agent. After that time, agent usage rights are terminated and agent agrees to remove all but the main exterior photo from the MRIS listing. After license expiration, Hometrack reserves the right to sell usage rights for each photo to the new listing agent. The original agent will receive a one-time store credit for 20% of the selling price of each purchased photo.

Agent Usage

Agents may use the photos for any and all marketing materials and campaigns associated with the property and for the agent's self promotion. The photos may also be used by the agent's parent company for the sole purpose of marketing the specific property photographed. Please note however, that the image license is granted only to the agent and the agent's parent company and not to any third party. Any usage of the images by a third party, including but not limited to architects, builders, stagers, designers, sellers or buyers, is strictly prohibited unless approved in writing by Hometrack.

Hometrack Photo Usage

Hometrack reserves the right to use any image for self-promotional purposes. Images used for Hometrack's self promotion will not be marked or labeled with any identifying information (i.e. property address, agent, homeowner, or brokerage). Prints and printed materials using the photos may be offered to the homeowner.

Photo Shoot

The photographer will expect to meet the agent or his/her representative at the property. Photographer will not enter an occupied property without an agent or representative present. Agent understands that a standard shoot takes approximately 45 minutes and should expect to be present in the property the entire time. Property should be presented in a clean, clutter-free condition. The photographer's work should be unencumbered by pets, children or prospective purchasers. (Please review our Successful Photo Shoot Preparation Checklist before scheduling your first photo shoot.) Should the photographer need to return to the property to re-shoot, or should his stay exceed the allotted 45 minutes for any reason outside the personal control of the photographer, the agent will be subject to an additional fee, and Hometrack will charge the agent's credit card or his/her company accordingly.

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Photo Delivery

By the end of the following business day, agents receive an email link to a Hometrack Photo Gallery where photos can be downloaded using the provided password at no charge. Agent may view all Hometrack Photo Galleries at the agent's Listings Page. High-resolution photos can be requested from Hometrack and will be emailed at no charge. A CD of images can be purchased for \$10.

Photo Gallery and Listing Page Privacy

By default, Listings Pages and Photo Galleries are made available to public search engines and can be shared through email and social media sites. A link to each Hometrack Photo Gallery will appear in the Recently Added section of Hometrack's photo web page and may be added to Hometrack's Facebook page.

If agent would prefer his/her Listings Page or Photo Gallery be hidden from public search engines like Google or be password protected and available only to agent, or that Galleries not be featured by Hometrack on the Hometrack photo page or on Facebook, agent should submit a request to Hometrack.

Photo Shoot Delay/Cancellation

Should the scheduled shoot be delayed for any reason, including agent's tardiness or the condition of the property, Hometrack will be entitled to an additional payment of \$25 for each 30-minute interval of time beyond the scheduled start time of the shoot. Should the shoot be postponed at any time less than a full 24 hours before the scheduled shoot, the agent will be subject to a \$50 cancellation fee, and Hometrack will charge the agent's credit card or his/her company accordingly.

Inclement Weather Policy

In the event of inclement weather, the agent may call to cancel the photo shoot no later than 9:30 AM on the day of the scheduled appointment to avoid a cancellation fee. Agents canceling appointments after 9:30 AM will be subject to a \$50 cancellation fee, and Hometrack will charge the agent's credit card or his/her company accordingly. If the agent chooses not to cancel the photo shoot, but is unhappy with the exterior photographs, agent may purchase and schedule a Residential Exterior Photo Shoot.

Retouching

Color correction is included with every photo shoot. However, photo retouching (i.e. removing an object, etc.) is charged at a rate of \$100/hour. Please review Photo Modification Ethics For Real Estate Photography – <http://photographyforrealestate.net/proposed-real-estate-photography-code-of-ethics/> – before requesting any photo retouching. No alteration or manipulation of an image may be made without the permission of Hometrack.

Agent Photo Terms

Copyright

All images produced for an agent or broker (hereafter referred to as agent) are copyrighted by Hometrack and are licensed to that agent for use on all promotional materials both online and in print.

Photo Delivery

A Hometrack photographer will take 10-30 photos at the scheduled photo shoot at 2400 Boston Street. The best 3-5 photos will be sent to the agent for review. Agent chooses a final photo. Chosen photo is color corrected and touched up in photo-correction software. High-resolution final photo is emailed to agent for use on all promotional materials both online and in print.

Listing Product Terms

Template Design Fee

New agents pay a one-time \$50 template design fee for the design of your custom listing product template. This template will be used as a base for all printed listing product orders... brochures, fliers, postcards, etc.

Copyright

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Text

All text should be sent as a Word (.doc) or Text (.txt) document. We do not accept Word Perfect (.wpd) documents or PDFs. Agents giving copy verbally or via fax will be charged a \$25 typing fee. Text must be received before the first proof will be sent. Agent gives Hometrack the authority to charge the agent's credit card or company any additional charges incurred by the agent.

Proof policy

Agents receive low-resolution, marked proofs in the design and editing process. A high-resolution, printable PDF can be purchased for \$30. A low-resolution, web-appropriate PDF can be purchased for \$10.

Rush policy

Next-day turnaround will incur a rush charge of 40% of the print price and is not eligible for free delivery. Agent must pick up products from our Canton office or pay a \$30 courier fee.

For a Wednesday Broker's Open Photography must be scheduled and text received no later than the preceding...

Tuesday	Next-day turnaround	Products will be available for pickup, or couriered, for a fee.
Monday	2-day turnaround	
Friday	3-day turnaround (standard)	Items are shipped via UPS ground and are delivered to the Baltimore area the following business day.

For a Sunday Open House Photography must be scheduled and text received no later than the preceding...

Thursday	Next-day turnaround	Products will be available for pickup, or couriered, for a fee.
Wednesday	2-day turnaround	
Tuesday	3-day turnaround (standard)	Items are shipped via UPS ground and are delivered to the Baltimore area the following business day.

Order Cancellation

Hometrack must have a credit card number on file before any print materials will be produced. A cancellation fee (50% of the minimum required order total) will be charged if a product is canceled at any time after agent has received the first proof. The cancellation fee is also charged if product is not completed within 30 days of original order date. Said amount will be credited if or when the order is completed.

Custom Design Terms

Copyright

Any material created by Hometrack is protected under copyright and cannot be reproduced without express written permission.

Process

Hometrack must have a credit card number on file and non-refundable deposit of \$100 before a proof will be produced for any product ordered by an agent that is not based on their pre-purchased listing product template design.

Logo Design Terms

Copyright

Any material created by Hometrack is protected under copyright and cannot be reproduced without express written permission. Logo copyrights are transferred to the client upon remittance of final payment.

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Process

Hometrack must have a credit card number on file and non-refundable deposit of 50% of the product price before a proof will be produced. Within two business days of order placement, a Hometrack designer will call with questions to help us understand client, client's business and logo preferences. Within five business days, client will receive 4 original logo concepts created by two designers. Client will view and comment on original logo concepts. Client will view and comment on logo revisions. After approval of final logo, logo files will be available for download within one business day.

EBlast Terms

Copyright

Any material created by Hometrack is protected under copyright and cannot be reproduced without express written permission.

Process

Hometrack must have a credit card number on file and non-refundable deposit of 50% of the product price before a proof will be produced. Agents receive low-resolution, marked PDF proofs in the design and editing process. Once the PDF proof is approved, an HTML file will be created and imported into agent's email marketing account. Agents may request one set of changes to the HTML file. Additional changes are charged at \$100 per hour. Agents are responsible for creating and maintaining a list of contacts.

Web Product Terms

Web Contract

Available upon request.