



TERMS & CONDITIONS

Agreement of Sale:

By clicking “Schedule Event”, OR providing a written agreement with Best Light Photography via email or text message, you are committing to pay the subtotal price plus sales tax, and if applicable, the Travel Fee for the image(s) and/or package(s) you selected on the website <https://www.bestlightdfw.com>, unless otherwise agreed upon by “Client”, “Realtor”, and/or “Listing Agent” and Best Light Photography (also referred to as BLP, Owner, or Joshua Jessup) in writing.

Usage & Rights:

At Best Light Photography, we are committed to providing the best possible service and end product to our clients. We offer flexibility for usage of our images across the internet. We ask that you notify us of specific desired uses for the photos, except for your own Realtor website & MLS Listings (including Zillow, Realtor.com, etc.). If you wish to use our photos, videos, or services outside of these portals, we ask that you communicate this to us. Either by providing original credit to “Best Light Photography”, or by using our provided (upon request) watermarked versions of our photos/videos/ services. Watermarks will be small, semi-transparent, and in the corner as to not detract from the overall image of the home/property.

We maintain 100% of the copyright usage, ie. you may not sell our services/ photos/videos for your own profit. You may not print our photos *unless* for specific marketing material related to the Realtor Listing of the home/property, ie. printed pages attached to the mailbox, fliers marketing the home, etc.

The Photographer (Best Light Photography) retains all rights to photos taken of properties unless otherwise agreed upon in writing, and only licenses the use of the images to the Realtor/Listing Agent (“CLIENT”) of the property for marketing purposes

while the listing is active (up to one year). All images produced for the client may be used by the client for any and all marketing materials and campaigns associated with the property and for the client's self promotion until the license expires. The photos may also be used by the client's parent company for the sole purpose of marketing the specific property photographed. 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 the photographer.

Privacy Policy:

Any information we collect in is treated confidentially. We do not share or sell your information to third party companies. If you entered your email, name and phone number this information is only used internally and for future promotional marketing and you will be able unsubscribe at the bottom of any text or e-mail you receive.

Relationship of the Parties:

The photographer is an independent contractor, and shall not be deemed to be an employee of the client. No agency, partnership, joint venture, or employee--employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. The photographer and the photos or any other deliverables prepared by the photographer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to client are contractual in nature and are expressly defined by this agreement.

Payments / Fees:

Photoshoots with Best Light Photography can be paid for using our online payment processor via debit or credit. Cash, check, or app-pay is also accepted (Venmo, CashApp, PayPal, Zelle, etc). Best Light Photography reserves the right to refuse service to anyone with an outstanding balance and revoke the usage rights of Clients who are not current in their account.

Refund Policy:

All of our work meets our customers' satisfaction. However, if for a valid reason you are not happy with the images we will return and retake them at no cost. Please download and/or read our prep sheet in order to avoid misunderstandings and expedite the process.

Cancellations / Rescheduling:

Please notify Best Light Photography via text, email, or phone call within 48 hours if you need to cancel the photoshoot for the agreed upon time slot.

Best Light Photography will charge a 50% fee for cancellations not made within 48 hours of the agreed time for the scheduled photo shoot. Please note, that the entire shoot amount will be assessed if we arrive at the property to find the shoot is cancelled (including denied access to the property and/or the home not being ready for photos).

There will be no rescheduling fee in the event of inclement weather, or other unforeseen circumstances such as a serious emergency. Client is expected to communicate and notify Best Light Photography as soon as possible of any unforeseen circumstances. There will be a 25% rescheduling fee if communication is not made via email, text, or phone call within 24 hours of the agreed upon time for the photo shoot.

Indemnification Clause:

The Client agrees to indemnify and hold harmless Best Light Photography, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the Client's use or misuse of the images provided by Best Light Photography.

Delivery Timeframe:

Best Light Photography agrees to provide edited images to the Client within 24 hours days following the completion of the photoshoot, unless otherwise agreed upon in writing between the parties, including but not limited to the “rush delivery” option selected, or more time needed for large projects, agreed upon by both parties.

Force Majeure Clause:

Neither party shall be liable for any failure to perform its obligations under this agreement if such failure is caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, pandemics, strikes, labor disputes, civil unrest, government actions, or natural disasters.

Client's Obligations:

The Client agrees to ensure that the property to be photographed is adequately prepared and staged for the photoshoot at the agreed-upon time and location. The Client further agrees to provide access to the property and any necessary permissions or authorizations required to complete the photoshoot.

Termination Clause:

Either party may terminate this agreement upon written notice to the other party in the event of a material breach of the terms and conditions contained herein. In the event of termination, the terminating party shall not be liable for any further obligations under this agreement, except as expressly provided herein.

Chargebacks:

In the event that a client initiates a chargeback for services provided by Best Light Photography, the client agrees to first attempt to resolve the issue directly with Best Light Photography. If the client fails to resolve the issue with Best Light Photography and still proceeds with a chargeback, the client will be responsible for reimbursing Best Light Photography for any fees, penalties, or expenses incurred as a result of the chargeback, including but not limited to bank fees, administrative costs, and legal fees.