

Terms and Conditions
For Residential Real Estate Photography

Please take a moment to read the policies set forth by Rachel Neckar Photography. By hiring Rachel Neckar Photography, you are agreeing to these terms and conditions.

I am 100% committed to providing the best possible service and end product to my clients. If you have paid in full, you have the rights to use the product. You agree that the rights to use the products have been granted only to you. You agree not to transfer, assign, or sublicense your rights to use the products, or the photographs contained therein, to anyone without our written permission. I ask that you notify me of specific desired uses for the photos to obtain permission and of course, provide me with the appropriate credit (Photos by Rachel Neckar Photography) when my images are used.

When you receive the products from me please check them to be sure they are acceptable. Any additional services requested after delivery of the products may incur additional fees. To avoid misunderstandings, you agree to notify me within 5 business days of receipt of the product if you believe they are not acceptable and I will replace the products. In no event will I be liable for incidental consequential damages of any kind.

Rights: Under current copyright laws, ownership of all photos belongs entirely to Rachel Neckar (“PHOTOGRAPHER”), owner of Rachel Neckar Photography. The Photographer retains all rights to photos taken of properties unless otherwise agreed upon in writing, and only licenses the use of the images to the 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. If anyone asks you for the rights to the product, you agree to refer them to me. If we agree to allow other to use the products an additional licensing fee may be required.

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.

Fees: All agreed upon fees and expenses are due at the time the photos are delivered. Rachel Neckar Photography reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current.

Your license to use the products will automatically terminate when the property is sold or you are no longer the listing agent for the property.

Cancellations/Rescheduling: Please notify me within 24 hours if you will need to cancel the shoot. Rachel Neckar Photography will charge a 50% fee for cancellations not made within 24 hours. Please note, that the entire shoot amount will be assessed if I arrive at the property to find the shoot is cancelled (including denied access to the property and the home not being ready for photos).

There will be no fee assessed for rescheduling due to bad weather. If it is raining at the time of the shoot, I will continue with the interior shots and return for the exterior shots at another time (no additional charge).