

## PINPOINT IMAGERY

### PHOTOGRAPHY AGREEMENT TERMS AND PAYMENT INFO

#### **OVERVIEW:**

- The following agreement outlines the terms and conditions of the service contract you (Client) are entering into with the Service Provider (Pinpoint Imagery). It also explains the payment terms below. It is the client's responsibility to read these terms and conditions in full prior to submitting this form and making any payments to Pinpoint Imagery. This contract is legally binding once agreed to and submitted by Client.
- Pinpoint Imagery is an independent Google Maps Certified Photography Provider. You are contracting with Pinpoint Imagery directly to provide you with the services requested. Brent Bayless is the owner of Pinpoint Imagery and the Google Street-View Trusted Photographer that will be responsible for providing the service, whether directly or through subcontractors at his sole discretion.
- Brent Bayless' Google credentials can be found here - <https://www.google.com/streetview/hire/> (search for him under "Austin, Texas" in the photographer list)
- If anything is unclear in this agreement or you request additions, omissions, amendments or special payment requests, contact:

Brent Bayless  
Owner - Pinpoint Imagery  
Google Certified Photographer  
512-300-5454  
brent@pinpointimagery.com

#### **PAYMENT INFO:**

- By selecting services above and submitting this Photography Agreement Form to Pinpoint Imagery, Client agrees to pay for all the services requested.
  - **Full Balance due on Shoot Day in either check made out to "Pinpoint Imagery" or by credit card (with a 3% fee added for processing).**

- For balances exceeding \$1000, a 25% Booking Deposit of your total service fee is required to secure all photo shoots. An online pay request and invoice will be emailed to Client within 24 hours of submitting this Photography Agreement Form to Pinpoint Imagery. Payment can be made by credit card. If you require another method of payment, contact Pinpoint Imagery to arrange it.
- A photo shoot will ONLY be secured once the 25% Booking Deposit is received and this Photography Agreement Form is submitted by Client. A receipt will be emailed to you for your records after payment.
- **Remaining Balance is due ON SHOOT DAY.** Once a photo shoot has been completed, no refunds are given under any circumstances and the entire remaining balance is due immediately.
- Failure to pay the full amount on the shoot day may result in a delay of your photography being published on Google, and possible deletion of all the photography taken.
- If alternative payment methods and terms are desired, Client must contact Pinpoint Imagery and request adjustments PRIOR to submitting this Photography Agreement Form.

#### **CANCELATION OR RESCHEDULING:**

- Photo shoot cancellation or rescheduling by Client must be made with Pinpoint Imagery at least 72 hours prior to the scheduled shoot date and time in order to have Booking Deposit refunded. No deposits will be refunded under any circumstance within 72 hours before a scheduled photo shoot.
- If Client wishes to reschedule without 72 hour notice before shoot date, then Booking Deposit is forfeited and a new 25% Booking Deposit is required with same above payment terms.
- Rescheduling of shoots due to weather is at the discretion of Pinpoint Imagery. The decision to reschedule will be based on the location and the severity of the weather. In the event that illness or other unforeseen circumstances arise, the Client may reschedule the session without forfeit of Booking Deposit, although maximum notice is appreciated (limit of 1 reschedule per client under these conditions).

### **SHOOT DAY INSTRUCTIONS:**

- On shoot day, Client is responsible to have all areas to be photographed clean, organized and photo ready on start time. It is not Pinpoint Imagery's responsibility to do this extra work, and if required to do so, an additional fee may be incurred to Client.
- Client is also responsible for allowing and providing full access to Pinpoint Imagery on shoot day to buildings, areas and rooms that will be photographed.
- Client also must inform all staff present on shoot day as to the presence of Pinpoint Imagery and the nature of work to be performed.
- While Pinpoint Imagery is happy to accommodate Client's creative requests, Pinpoint Imagery will maintain creative direction of the photo shoot and provide imagery that meets Google Map's criteria for these types of photo shoots.

### **FINAL DELIVERY:**

- Post work completion time varies from job to job, but typically for a basic shoot Pinpoint Imagery will publish the Virtual Tours to Google Maps and deliver the url links, embedding instructions and Marketing Photo files to Client within 5-15 business days. A final email will be sent to Client with this content.
- All work is provided electronically in file form via a file sharing platform (ie, DropBox, Google Photos, etc.). No physical prints of pictures are provided to Client at any time unless this is arranged and paid for by the Client.
- Any photo reshoots or adjustments to imagery after delivery will be billed separately.

### **PHOTO COPYRIGHTS:**

- All imagery created by Pinpoint Imagery is the copyrighted property of Pinpoint Imagery, however, Pinpoint Imagery grants Client full use copyrights of all imagery, and Client may use the imagery in any way they wish, anywhere online and/or in print. Photo credit should be given to Pinpoint Imagery where applicable.
- Pinpoint Imagery reserves the right to use all images/works/material created by Pinpoint Imagery at their discretion for what so ever purposes they choose.

- Google also has copyright use indefinitely, and Google may use the imagery in anyway they wish, anywhere online and/or in print. Client hereby authorizes Pinpoint Imagery to upload the imagery to Google on Client's behalf and licenses the imagery for Google's use on Google Maps, Search and Plus Pages.
- Google's use and display of the imagery may change over time at their own discretion. Google is always changing and updating the services they provide users online and the way the imagery is displayed, used and functions. Pinpoint Imagery makes no guarantee of the preservation of the imagery it publishes to Google on the Client's behalf and is not to be held responsible for any changes Google makes to that imagery, its display or lifespan on Google.
- Pinpoint Imagery will make every attempt to preserve the raw files of the imagery for long-term preservation and requested access by the Client or Google at later dates after publication to Google.

Terms Updated 01/17