

Terms and Conditions

1. In this Agreement the terms:

(a) picture includes a photograph, transparency, negative, digital scan, design, artwork, painting, floor plan, or any other item which may be offered for the purposes of reproduction.

(b) reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means

(c) the Client is the person or organization to whom the invoice is addressed (whether or not the Client is acting for a third party).

2. (a) Creative Chameleon Media (CCM) dba Creative Edge Business Solutions LLC supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on CCM's grant of reproduction rights in respect thereof.

(b) Karen Lawson asserts both her moral right to be identified as the author of her work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.

(c) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by CCM any fee payable by the Client shall be subject to an increase specified by CCM, and in any event an increase of not less than 25%

3. (a) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on CCM invoice. An agreement must be reached with CCM before the pictures are used for a different purpose or after the license to use has expired. All rights to photography and design are revoked upon cancellation of a listing.

(b) Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

(c) Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights

(d) Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.

(e) CCM reserves the right to refuse to supply or grant a reproduction license to a third party when requested to do so by the Client.

4. (a) CCM reserves the right to reschedule any scheduled tour at any time without any prior notice. CCM's representatives will make it their priority to give the Client an adequate notice of rescheduled appointments.

(b) Clients may cancel a previously scheduled photo shoot/ tour at any point up to 24 hours before the scheduled time. Any reschedule requests must be approved by Karen Lawson and submitted by email to art@creativechameleonmedia.com or by calling 804-694-7586. Inclement weather, based on the discretion of CCM, may constitute reasonable reason to cancel a tour / photo shoot within the 24 hour window. CCM will make best efforts to reschedule any shoot as quickly as possible when weather conditions allow.

5. (a) CCM requires full and complete payment for services and products at time of service for any such product or service. CCM reserves the right to repossess/delete any photographs or products produced for the client if full and complete payment is not received at time of service.

(b) If payment is not made in accordance with (a) above then CCM may rescind this Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

(c) If any payments are not paid at time of service, then photographs and design will be retained until payment is received.

6. (a) CCM will edit every take and deliver what it considers to be the best of every situation covered. As a result retakes of any scheduled tour will be subject to a reshoot fee based on the scope of the work to be determined by CCM.

(b) CCM will not alter any of its photos to correct structural damage or pre-existing conditions to a property based on MLS regulations. The client assumes liability for any and all alterations of photographs made by the Client, CCM or a third party.

(c) Property conditions must be addressed/fixed by the Client prior to CCMs arrival to a property. CCM is not responsible to move, alter or adjust any property inside or outside of the property. This includes moving furniture, towels, papers, umbrellas, blinds, curtains, animals, or any other items the Client may want removed or adjusted from view for photographing purposes.

7. (a) While CCM takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client of by any third party arising from use or reproduction of any picture or its caption.

(b) It is the Client who must satisfy himself/herself that all necessary rights, or consents which may be required for reproduction, are obtained and it is acknowledged that CCM gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the picture issued or reproduced by or with the authority of the Client then the Client shall indemnify CCM against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

PAYMENT

Payment should normally be made by credit card or check made payable to "Creative Edge Business Solutions". Please call us today to discuss your needs, and how we can help at 804-694-7586.