

Terms & Conditions



You agree to the following by ordering Focused Aerial Real Estate Photography products & services:

Orders/Booking

Orders/bookings are made through the focusedaerial.com online platform, email or phone. Focused Aerial LLC (hereafter referred to as Focused Aerial) reserves the right to change or cancel an order as a result of printing errors, technical problems, delivery issues, force majeure or similar.

You are strictly prohibited to work directly with any of Focused Aerial's photographers, without direct consent from Focused Aerial. All orders must be placed through Focused Aerial and not via any of our photographers.

Personal information / privacy policy

Focused Aerial's website employs high Internet principles for securing data encryption for all online transactions. Focused Aerial's website applies Internet "cookies and session variables" to save and store your login information as you use the website. It is strongly recommended that you remember to logout of your account after each session online, if you use a public computer/laptop. We only store the information, which you have typed and submitted in the signup ordering process. We do not store any other private or sensitive information. We might share your personal information (except your credit card and other monetary information) with other corporations with whom we might have collaborative and combined marketing and advertising arrangements with, or with companies we cooperatively offer Real Estate photography services to. These firms are obligated to uphold the same level of security and privacy standard as we provide. Nevertheless, when you visit their website you are subject to the privacy policy provided by them. You automatically give Focused Aerial the right to use the photos taken for you, for marketing and advertisement purposes of Focused Aerial, (e.g. in newsletters, banners, online and offline advertisement and Social Media as well as print, TV-commercials etc.) You may at any time object to the registration of information. As a customer of Focused Aerial, you automatically agree to receiving SMS Text Messages, Emails, Phone Calls and

Other Marketing from Focused Aerial. Should you have any questions regarding the protection of your information, please contact us at Hello@focusedaerial.com. Focused Aerial is based out of Sonoma County California.

Prices

All prices are in USD. Prices are subject to change without notice.

Payment terms

All Focused Aerial customers prepay for the Focused Aerial services and products, prior to the actual photo shoot & appointment is made etc. All payments are made online, directly on focusedaerial.com. All payments must be received at the same time of ordering our products, or services will not be carried out, unless special terms have been agreed by written contract prior to the time of ordering. A range of Credit Cards and Debit Cards can be used on the website. Focused Aerial will charge your Credit/Debit card at the time of ordering for all products and services provided unless other terms are agreed to in writing. Your Credit/Debit Card may be billed again after you place an order for extra fees due to local market conditions, or if you decide to later upgrade to another photo package. Examples of extra fees can include add-on photo products, travel fees and no-show fees etc. The photos and video content will be hosted for 3 months on our Focused Aerial server. After 3 months, you will have the possibility to renew your hosted images and video content for an extra fee. In case legal action is required to collect unpaid balances, you agree to compensate Focused Aerial for all expenses related to claim unpaid sums, which includes lawyer's fees and other legal expenditures.

Changing or cancelling a booking

Changes or cancellations to a booking must happen no later than 24 hours before an order is booked for. If a booking is changed or cancelled after this deadline, an administration fee of \$99.00 USD is charged. Focused Aerial may at any time change or cancel a booking if weather conditions are deemed unfit for the assignment to be completed. You will be informed if this is the case giving you the opportunity to re-schedule or plan a new booking. The Realtor/Homeowner needs to provide access to the property, which needs to be photographed. The Realtor or the Homeowner can be present during the photo shoot. **Please refer to Focused Aerial's COVID-19 safety message.* If the Realtor/Homeowner is late or do not show up to provide access to the property at the agreed scheduled time, Focused Aerial will consider waiting 20 minutes or more as no show, and a rescheduling fee of USD \$99.00 will be applied to the order. Or no-show fees will be applied, which means that the booking and order is considered done and delivered by Focused Aerial. A new booking can be made online for the full price.

Right of Cancellation & Complaints

Focused Aerial has a non-refund policy, which means payments and orders made on Focused Aerial cannot be refunded. We will happily issue a credit to your Focused Aerial Account that can be used

for a new order. The credit expires after 12 months. Moreover, Focused Aerial does also not offer cancellations/refunds on already ordered bookings as we deliver a product that is customized and adapted for each customer and order. If you are dissatisfied with the results, we will work with you to try and meet your expectations by carry out product-reviews and/or reshooting the property. Complaints must be filed within 5 business days after a booking is delivered. If no such complaint has been made within this time frame of 5 business days, the booking is considered fulfilled, delivered and approved. Therefore, you must place and pay for a brand-new order online, if you have any additional changes/requests or complaints after the time frame of 5 days.

Responsibilities & liability

Focused Aerial does not accept any responsibility for delay in bookings as a result of extreme weather conditions, uncommon traffic or transportation conditions, power failure, system failure, system hacking, force majeure or other unanticipated events etc. Focused Aerial does not accept responsibility for damage to personal artifacts or property, made during a photoshoot. Focused Aerial will not cover claims for compensation as a result of this. You agree that Focused Aerial is not liable for any damage to personal artifacts or property and will not cover the cost for this. Focused Aerial does not accept any responsibility for how the delivered products are used or applied by the customer. All liability remains with the customer. Focused Aerial does not accept responsibility for missing pets during a booking. Independently contracted suppliers (i.e. the photographers) provide all services. Focused Aerial, nor it's independently contracted suppliers (i.e. photographers) are not liable for any negligence, damages, or any wrongdoing on the part of the independent service representative. Focused Aerial, nor its independently contracted suppliers, will not be held responsible for damages, delays or failures in performance resulting from acts or occurrences beyond our reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Earthquakes, Hurricanes, Tornadoes, Acts of Terrorism, etc.). Focused Aerial does not accept responsibility for weather conditions, and it can therefore not be guaranteed that it will not rain or snow during a booking. Focused Aerial cannot guarantee photos taken of amenities and common areas at condominiums and buildings, since most condominiums and buildings often have restricted rules with regards to photography and video. However, an attempt to photograph the building, these common areas and amenities will be made.

Limitations of Liability

As a representation of the property, Focused Aerial does not decide or authenticate the accuracy or correctness of Floor plans, furnishing colors, furniture placement or the correctness of any other item in regard to the dimensions, scale, actual layout, color accuracy of the images used to present the property. Focused Aerial LLC accepts no liability for the accuracy or correctness of any of these elements. If for any reason lawsuits occur that causes customer of any Focused Aerial LLC product or service to bring lawsuits against Focused Aerial LLC, or any of its subsidiaries, affiliates, subcontractors or employees, it is hereby agreed that the maximum compensation for damages,

which could be given to those using Focused Aerial's visualization services and/or platform would be a total amount not greater than the amount paid to Focused Aerial LLC for its product or service, or its subsidiaries, affiliates, subcontractors or employees any of whom may be acting on Focused Aerial's behalf. The accuracy and correctness of products delivered by Focused Aerial, is to be verified by the Customer.

Delivery times

Images and other products are usually delivered within 24 hours following a completed photoshoot during Monday-Friday and Sunday. If the photoshoot takes place on a Saturday, your images and products will be delivered on Monday. Please note that the delivery time for each product may take longer. Delivery Times also subject to external factors as specified in section 7.

Preparation for photography

Customers must ensure that a property is in a clean and tidy condition, prior to photography. Photographers cannot be responsible for moving items, cleaning or tidying up a property or rooms within the property before, during or after a booking. When a booking is placed, a Preparation Guide will be shared which will help the Realtor or Homeowner in preparation for the session (available for download on focusedaerial.com). However, should a photographer evaluate during the booking that the property is not in an acceptable condition for photography, the Realtor or Homeowner will be informed, and a new photoshoot appointment will be offered at that time. This will incur a rescheduling fee of USD \$100.00 at Customer's cost. If the Customer wishes the session to be continued despite this, Focused Aerial cannot be held responsible for the outcome of the delivered images.

Photography

Additional fees can be added to your photography shoot. These include: travel outside of our normal service area, parking fee, late fee, no-show fee, etc. Contact Focused Aerial for more details. In the event the photographs do not meet Focused Aerial's standards of quality and professionalism, we will re-shoot the property at no charge to you. (See article 7) If however, you request additional photographs or services for seasonal changes, or night shoots, or just additional images, then additional fees will apply. When the home is photographed, Focused Aerial customers are responsible for the following:

1. Ensure that the property is made available with access for the photographer to all areas of the property that will be shot.
2. Ensure that the property is photo ready and clean (please read the online Preparation Guide for tips and tricks for the photography, prior to the shooting).
3. In case the property is not ready for photography, the Focused Aerial photographer may choose to cancel photography session. 12-hour notice to the Focused Aerial photographer is required or a new shoot fee may apply.

4. If the Focused Aerial photographer arrives at the property and it is untidy, the Focused Aerial photographer will not declare the property “not photo ready”, but will shoot the property.
5. If the customer is not pleased with the photos because of the unreadiness of the property for photography and would like to have the property re-shot, a new shooting fee and travel fees will apply, which means a brand-new order must be placed and paid for if you would like to have the property reshot. High-resolution photographs are provided to you for your marketing efforts. These files will be available to download for up to 3 months after the photo shoot. After this time, the files are archived, and a fee will be charged if you require the original files. Not all files can be retrieved/unarchived. It is Customer's responsibility to download and save all the delivered files.

Express bookings / weekend bookings / transportation fees

If a booking is to be conducted no later than the next working day a 50% express fee may be added. If a booking is to be conducted during a weekend or National Holiday a 50% express fee may be added. If a property is placed so that the photographer will incur road tolls or Ferry transportation, these may be charged directly at the credit card.

Weather conditions

Our photographers and drone pilots will always endeavor to make bookings on days when the weather forecast bodes no heavy rain or snow. In case of heavy rain, wind or storm, the photoshoot can be scheduled for another time, free of charge.

Copyright

Customers may not upload copyrighted material to Focused Aerial servers. Customers undertakes all responsibility for validating that customer has the copyright or authorization to use any digital upload whether text, audio, video, or image on Focused Aerial's servers. If customer does not hold the copyright to a particular digital file the customer wishes to upload, the customer must provide written proof to Focused Aerial that they have authorization and consent from the copyright holder to upload the digital file. Focused Aerial will provide audio files that Focused Aerial has the license to use, which can only be used for background audio. If the Customer would like to provide or request any specific audio music to be used by Focused Aerial for any ordered products, copyright approval must be submitted in writing to Focused Aerial. Focused Aerial has the copyright to any video, floorplans, any products ordered including imagery provided by Focused Aerial and its photographers. Customer hereby frees and releases Focused Aerial and accepts responsibility for any copyright contravention enforcement if such enforcement appears.

Internet presentation

All images shown on the Internet are the property of Focused Aerial LLC. Focused Aerial's customers have the unlimited rights to use these pictures as they find suitable. Properties that are photographed may be put on our websites and social media profiles and will be made available for public viewing. Your name and contact information might also be attached to these pictures/video content/listings and might be showed online and can be found by search engines. Focused Aerial might send your listing data to other real estate portals and websites (for instance Realtor, MLS etc.) for boosting and increasing the exposure of your listings. If you do not want this to take place, you can request that we do not send your listing data to third party firms. Focused Aerial is not responsible in the event other third-party websites re-post content in print or online. We do not guarantee the correctness, accessibility or content from third party firms' websites. Customer is liable to authenticate that Focused Aerial's presentation is compatible with brokerage, brand firm and real estate association's rules and regulations regarding presentation of listings and advertising. You may be granted a limited, nonexclusive right to use the URL link to our website or any property on this website as long as it does not portray Focused Aerial or its photographer or any of its other products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever.

General information

Focused Aerial in California is owned and operated by Focused Aerial LLC. Focused Aerial uses independent subcontracted suppliers (i.e. photographers and videographers) for its services. The terms and conditions are the exclusive and only understanding and agreement between Focused Aerial and the customer. No other terms or conditions apply except if it is stated by a written agreement. These terms and conditions may be adjusted from time to time. Consequently, please read this paper regularly for changes and latest updates. Copyright 2020 Focused Aerial LLC

List of examples of fees

- All prices are in USD. Prices are subject to change without notice.
- Cancellation/Rescheduling fee: \$99.00 (if you change the time within 24 hours of the actual shooting)
- No show fee / late fee: The full amount of the ordered package price will be charged (if our team-member waits more than 30 minutes and the Customer/Homeowner does not show for access)
- Rescheduling fee: \$99.00 (if the property is not in an acceptable condition for photography, + new booking will be offered).

Promo Codes

Active Promo Code must be applied at the time the order is placed. Promo codes cannot be applied retroactively to already placed orders. Promo Codes don't stack, *only one* discount at a time *can apply* to a *single* order.

Watermark

As a company policy, a Focused Aerial watermark may appear on all delivered photos / video due to copyright

Prepare for the photoshoot

Before the photographer arrives: We recommend you arrive 15 min early to make sure that the home is ready for the photoshoot, before the Photographer arrives. E.g. If you want to move furniture around or do some cleaning. Remember to open all blinds and/or curtains on all windows - so Focused Aerial can edit and add "Blue Sky" when necessary. It is your responsibility to make sure that the property is ready for the photoshoot. Our photographer is there to take the photos based on a tight schedule, so please make sure the photographer can start taking photos as soon as he/she arrives at the property. Please our "Preparation-Guide" for helpful tips on preparation for the photoshoot. Please note: Cancellations/rescheduling of the photoshoot cannot be done 24 hours prior to the photoshoot. If you need to change the time within 24 hours, we will charge you a rescheduling-fee of \$99.00. If you don't show up to the scheduled photoshoot-appointment, we will charge you the full amount for the photoshoot, and you will have to place a new order. Focused Aerial has a no-refund policy, but we will be happy to give you a credit in case you need to cancel the order.

About the Photoshoot – If on location during the photoshoot, please go over the photos with the Photographer to highlight the photos for editing. We recommend that you go over the Photos with our Photographer on the photoshoot, to make sure that you get the exact Photos that you want. The Photos that you have selected, will then be uploaded for editing, by our photographer. If you don't go over the Photos, Focused Aerial will select the best Photos within the number of the ordered photos. Remember that you can always upgrade your Photo package, on site with the Photographer, if you need more Photos.

When will I get my HDR Photos delivered? If your photoshoot takes place on Monday-Friday or Sunday = You will get the edited HDR Photos Next Day. If your photoshoot takes place on Saturday = You will get the edited HDR Photos on Monday. When will ordered Add-On's be delivered? Virtual Tour Video = is delivered next business day, after your photos has been delivered. (e.g. if you receive your photos on Monday, you will receive the Virtual Tour Video on Tuesday) Virtual Staging Photo(s) = Usually 48 hours delivery, after the delivery of your photos (e.g. if you receive your photos on Monday, you will receive the Virtual Staging Photo(s) on Wednesday) Complex Virtual Staging Photo(s) = Usually 72 hours delivery, after the delivery of your photos (e.g. if you receive your photos

on Monday, you will receive the Virtual Staging Photo(s) on Friday). Hence, it takes longer time to add walls/flooring and then furniture. Please note that delivery times are estimated.

COVID-19 SAFETY MEASURES

As owners of Focused Aerial, we've put a lot of thought into how to continue providing our services in the current situation. The below safety measures will be taken to ensure all on site work is completed in the safest manner possible. In creating the following measures, equal consideration was placed on preventing all parties from getting OR spreading COVID-19. These measures will be implemented while COVID-19 safety concerns remain.

PLEASE NOTE: For the time being, all services will be provided on a case by case basis. Once we know the specifics of your request (the property and your needs), we'll then be able to determine how we can best serve you. Thank you in advance for your understanding.

We will personally be taking the following precautions: Focused Aerial staff have voluntarily practiced social distancing and have not partaken in any unnecessary risky behavior. All equipment will be wiped down between photo shoots. I would also recommend having the owner wipe everything down after I leave as an extra precaution.

Only the necessary equipment will be brought into the home to minimize my presence in the home and nothing will be left behind (including any trash, wipes, etc.). During the shoot a mask, gloves and shoe coverings will be worn as an extra precaution.

Homes will be photographed AS IS:

To minimize our presence in each home, we will avoid re-arranging or touching any unnecessary surfaces. This means that all homes will be photographed as they are when we arrive, and we will not adjust any items in the home. This is to protect owners and Focused Aerial staff as well as allowing us to move through the property as quickly as possible. We've put together a prep list to be shared with sellers, so they know what to complete prior to the scheduled shoot - [PREP LIST](#).

Homes will need to be empty for everyone's safety:

This is a great opportunity for the homeowners to stretch their legs on a walk, go to a park or take a drive which should be welcomed given the current situation of being stuck at home lately. To minimize everyone's potential risk, homes will need to be empty during all scheduled shoots. This includes owners, occupants, agents and pets to reduce interactions.

Provide each other updates as needed: In the event that a scheduled Focused Aerial team member is not feeling well, we will provide updates ASAP if there's a need to cancel any photo shoot. We would request that the same courtesy be reciprocated should any occupant of the home not feel well. Let's all go the extra mile to prevent potentially spreading COVID-19. We will continue offering virtual tours as well as other *aerial + ground services* in this manner as long as we feel we can operate safely and there is no government mandate preventing us from do so.



The following items are necessary to prepare the house for photo shoot:

- Turn on all lights and lamps.
- Replace burned out light bulbs.
- Turn off ceiling fans.
- Make sure driveway is clear and free of cars and debris.
- Check house for cleanliness.
- Bathrooms - put away toiletries, shampoo, soap, toothbrush, toothpaste, towels.
- Kitchen - remove dishes from counter, garbage from trash can, clutter, magnets from refrigerator, and pet bowls.
- Remove clutter throughout the house.
- Put away highchair, booster seats, toys, etc.
- Store all workout and medical equipment.
- Make sure items stored under beds are not visible.
- Put pets away, out of photography areas.
- Have the yard mowed.
- Trim trees.
- Make sure leaves are blown.
- Put away all outside trash cans, recycle bins, water hoses, security signs.
- If there is a security fence around pool and you do not want it seen in photo, please remove before photo shoot.
- Remove pool equipment from pool.
- Remove children's name and photos showing their face(s) from view.
- Take down any holiday items so photos are not dated.
- No garbage cans should be visible in any room.
- We do not shoot inside closets. Use this space to hide things.
- NOTE:** On the day of the photography session, please arrive before the
- appointment to ensure home is ready to be photographed.