



You, are hiring Spacecraft Media, LLC to provide services such as photography, videography, 3D imaging or virtual tours, for our standard per project costs plus any additional fees provisioned for in this contract, or agreed upon by your at the time of booking.

Terms

"We" "Us" "Our" refers to Spacecraft Media, LLC

"You" "Your" refers to you as the client of Spacecraft Media, LLC

Responsibilities

As our client, you are stating that you have the power, and ability to enter into this contract on behalf of yourself, your company, or your organization. You agree to provide information about your project(s) to help facilitate successful completion. You also agree to secure us access to spaces to be photographed to successfully complete the work you have hired us for.

You agree to provide a 100% of the total cost upfront before work begins.

You agree to review our work, provide feedback and sign-off approval or refusal within 48 hours of receiving any proof(s).

Deadlines work two ways, and you will also be bound by any dates that are mutually agreed upon by us and you.

For project(s) involving related expenses in excess of \$50, you agree to be invoiced for reimbursement of said expenses, and for travel outside the 470 Tollway Loop from Denver, Colorado, you agree to pay \$1.50/mi time & travel fees.

We make every effort to schedule shoots when they are convenient for you and your clients. We offer online scheduling as a way to make scheduling more convenient for you. We recommend that you use it whenever possible.

As a matter of respecting our schedules and availability we do charge for late cancellations made after the change/cancel window has closed in our online booking system.

Any schedule changes made by the client within 24 hours of the scheduled appointment are subject to a minimum \$50 change fee, plus any time & travel fees associated with the appointment.

No refunds will be given for appointments changed or canceled by the client within 8 hours from the scheduled appointment time.

We may, at our sole discretion, waive any of the fees related to late changes or cancellations.

Along the way we will endeavor to meet all the deadlines set but we cannot be responsible for a missed launch date or a deadline if you have been late in supplying materials, or site access; or have not approved or signed off on our work, on-time, at any stage.

In addition, both sides agree to confidentiality of materials.

Revisions

You will have the opportunity to make TWO(2) rounds of post production (Lightroom/Photoshop) revisions; within the scope of the original project(s). Anything deemed outside of the scope of the original project(s) will require a new project(s) and invoice. In some cases a re-shoot can be performed at no cost to you if there is negligence in regards to file handling on our part that results in loss of your images before final delivery.

File Delivery

Files will be delivered in the appropriate digital format. Custom packages are delivered to you by email with a download link; Hosted content will be provide by way of emailed url link.

Delays

You agree to give us more time if key persons of our team become ill, are injured, or project(s) are delayed because of events beyond our control, like: fire, theft, equipment and/or computer failure, and/or natural disasters etc.

While we endeavor to keep a tight schedule and be on-time for every appointment, there are times when appointments run late, travel between appointments is less than ideal, and/or vehicle failure can cause delays. You agree to secure us site access for a period of time reasonable enough that any such delays can be accounted for. In exchange we agree to communicate any such delays as soon as they are recognized so that you may work with your clients to accommodate changes in timing. If such delays occur that require us to change your appointment completely we will do so at no extra cost to you.

Termination

We have the right to terminate this agreement at any point due to negligence on your end to meet proper due dates, provide proper files, proper access, and or a means of conduct (communication, respect and/or other business practices).

You have the right to terminate this agreement if, we fail to complete the project(s) within 48

hours of your appointment; unless the expected completion time is beyond that time frame, a new agreement is put into place, or significant project changes were requested (whichever comes first). Or if, illness or injury, or events beyond our control cause a delay of more than 7 days from the agreed delivery date.

Copyrights

Upon final payment, copyright is assigned as follows:

You have non-exclusive license to the project and other visual elements that we create to market the rental and/or sale of the real estate we photograph for you, using any medium of your choice, for up to one year from the date of your shoot.

You have license to reproduce the visual elements of your project in print and digital media for the purpose of self promotion to win new listings in perpetuity.

We will give you a copy of all files and you should store them safely; although we are not required to keep them, we do keep a copy of all files for one year.

You understand that the final images belong to us, and in the event of termination, we have the right to complete, exhibit, and/or sell them.

We always reserve the right to display, and link to, your completed project(s) as part of our portfolio, and to write about the project(s) on web sites, in magazine articles and in books.

You may not transfer this license to any other party.

Payments

You agree to provide a 100% retainer for the total cost upfront before work begins, and under no circumstance will files be delivered until full payment has been made.

Under special circumstances we may at our discretion allow payment to be made at a later time. In such cases you agree to pay an additional 35% premium on services rendered.

Late Fees

15 days = 30% penalty; every 10 days following = 20% penalty.

Fine Print

You can not transfer this contract to anyone else without our permission. This contract stays in place and needs not be renewed. Although the language is simple, the intentions are serious and this contract is a legal binding document under the exclusive jurisdiction of the United States Courts.