



## Residential and Commercial Real Estate Photography

Photoshoot Contract entered into and between Quantum Works, LLC (Hereinafter referred to as "QW")

And

The Person currently signed into this account at the URL  
[client.quantumworks.online](http://client.quantumworks.online)

(Hereinafter referred to as "CLIENT" or "AGENT")



1. CLIENT receives non-exclusive license to use media assets purchased through the QW portal in print or web distribution. CLIENT hereby assigns full copyright of photographs taken by QW or a representative/photographer of QW to QW (and the related representatives and assigns) together with the right of reproduction either wholly or in part.
2. I grant to QW the permission to can the above-mentioned photographs either separately or together, either wholly or in part, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product advertising and such other business purposes in any manner and/or medium.
3. If subject of work is outside a 10-mile radius of QW's principal place of business, QW reserves the right to add a reasonable transportation fee.
4. QW guaranties AGENT a professionally produced product. If the product created is not acceptable based on reasonable standards, QW will offer to:
  - a. Refund client's fees in whole, or in part, depending on the portion of the project that CLIENT is not satisfied with. The amount of the refund is ultimately up to QW and its' representatives. CLIENT will not be eligible to receive or use any part of photographs or recordings if fees have been refunded.
  - b. Reshoot the portion of the project that CLIENT is not satisfied with. CLIENT will provide itemized list specifying areas to be re-shot. Reshoot does not include HD videography or aerial videography or aerial photography.
5. Photography produced by QW goes through a basic editing process that includes: HDR bracket processing, color and white balance correction, lens distortion correction, removal of large light artifacts and camera shadows and reflections. Additional edits may be purchased through the a la carte menu in the



QW portal. If the product is unacceptable to AGENT from a basic editing standpoint, QW will re-edit footage a second time based on written notes provided by the client specifying the edits expected. IF this second edit is unacceptable, QW will charge a fee, billed in hourly increments, to continue refinement of media.

6. If a legal dispute arises with regards to the business conduct or representative's actions while contracted by QW, CLIENT agrees to a privately mediated settlement.

7. CLIENT will provide a "show ready" property at the time arranged for the recording. QW will not be responsible for "preparing" the subject property for the recording. If the recording of the property is unacceptable based on the condition of the property or its contents, QW will charge a minimum of \$75 to re-record the property, plus any travel expenses.

8. QW is not responsible for weather-related detrimental effects of recording.

9. QW agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any QW representative.

10. QW agrees to maintain a clean and functioning website for hosting client's photos and/or videos for up to a consecutive period of 1 year. Thereafter, if CLIENT wishes for QW to host CLIENT'S media for a longer period, CLIENT agrees to pay \$75 per year, charged ahead of time, paid yearly. QW will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.



11. CLIENT is granted a limited, nonexclusive right to create a "hyperlink" to QW's website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.
  
12. Neither QW nor its independent contractors are responsible for damages, delays or failures in performance resulting from acts or occurrences beyond reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Hurricanes, Tornadoes, Earthquakes, Acts of Terrorism, etc.)
  
13. No other terms or conditions apply unless specified in writing.
  
14. As a condition of QW's website Services, CLIENT agrees not to use such services for any purpose that is unlawful or prohibited by these terms and conditions, and agree to comply with any applicable local, state, federal and international laws, government rules or requirements.
  
15. QW may immediately terminate any account which it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.
  
16. QW reserves the right to cancel a project or stop doing business with CLIENT for any reason and without warning. QW agrees to fully refund CLIENT any monies paid to QW for any services that have not yet been provided, starting from the date that these Terms of Services were last accepted by CLIENT.
  
17. PAYMENTS: Payment is due by CLIENT in order to activate project, and secure a date and time for a photographer contracted by QW to come and shoot your listing. If payment is not made, CLIENT understands that their project will still be considered "Pending" and no date and time will be secured. Any other



agent will have to ability to schedule shoot during the date and time that CLIENT is requesting.

18. CANCELTION POLICY: This condition supersedes any before it regarding cancelation and/or refunds.

a. CLIENT agrees that if a project has to be canceled, CLIENT will do so a minimum of 2 hours prior to the scheduled shoot time, otherwise, no refund will be given to CLIENT by QW.

b. If CLIENT cancels a project after payment has been rendered, a 5% processing fee will be deducted from the refund amount. Refund may take up to 7 business days to complete.

c. There is no fee to postpone a project. Projects may be suspended for up to one year from date of payment.

19. Sign riders are loaned to CLIENT and are eligible for use when the property is listed under one of the following statuses in the CRMLS platform: Active, Active Under Contract, Hold, Pending. Sign riders must be returned by QW by CLIENT when the property is listed under one of the following statuses in the CRMLS platform: Withdrawn Status, Canceled, Closed, Expired.

20. CLIENT agrees to receive text message notifications from QW including but not limited to, appointment reminders and cancelations.

QW and licensees or assignees may have unrestricted use of these for whatever purpose, including advertising, with any retouching or alteration without



restriction. I agree that the above-mentioned photographs and any reproductions shall be deemed to represent an imaginary person, and further agree that QW or any person authorized by or acting on QW's behalf may use the above-mentioned photographs or any reproductions of them for any advertising purposes or for the purpose of illustrating any wording, and agree that no such wording shall be considered to be attributed to me personally unless my name is used.

I hereby release QW from all claims and liability relating to images, video or photographs taken of the Real Estate sale or purchase I am representing.

I have read this release form carefully and fully understand its meanings and implications.



## **Privacy Notice**

This privacy notice discloses the privacy practices for Quantum Works, LLC. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

### **Information Collection, Use, and Sharing**

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of



our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### **Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### **Orders**

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial



information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

### **Cookies**

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

### **Links**

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.



## **Sharing**

We partner with another party to provide specific services. When the user signs up for or uses these services, we will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

## **Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted



access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

### **Notification of Changes**

Whenever material changes are made to the privacy notice this page will be updated. Please visit this page from time to time.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (714) 592-3135 or via email.**