

Derek Mecca Photography LLC

Terms of Service for "Payment & Delivery"

Updated February 8th, 2024

Thank you for ordering services through Derek Mecca Photography LLC. Here is a copy of the "Payment & Delivery" terms that are required for booking services and receiving your content.

1. PAYMENT & DELIVERY

a. DEPOSIT

A 15% deposit is required in order to book services. This deposit may be applied to the final invoice for the order. If you choose to cancel your order, deposits are non-refundable.

b. RESCHEDULING

Your deposit allows you to reschedule the ordered services one time. An additional 15% deposit (to replace the first) is required for each consecutive reschedule. This rescheduling policy does not include potential rescheduling by the photographer.

c. PAYMENT & DELIVERY

Once your content is processed and ready, you will receive a delivery email which also contains your invoice. Payment is made through your portal unless other arrangements are discussed. Your download link becomes active after payment is made.

d. ADDITIONAL PHOTOS

Each service package includes the option to grant permission for the photographer to take additional photos at \$10 each. Unless specifying a limit, this option allows the photographer's discretion on the photo count to best showcase the listing. When choosing this option, your final invoice reflects the final photo count.

e. LATE FEES

Payment is due by or before 72 hours after your delivery email has been sent. Late fees apply to your order at \$10 per day after 72 hours.

f. TURN-AROUND

High-end editing for premium content is reflected by a 48 hour default delivery window. Rush options include 24 hours and 12 hours (must schedule at 10am).

g. LATE DELIVERY CREDIT

Your delivery window begins at the time the shoot concludes. If your content is delivered past the delivery promise, your order will receive a courtesy credit (varies by the delay).

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Terms of Service for "Licensing & Ownership"

Updated February 8th, 2024

Thank you for ordering services through Derek Mecca Photography LLC. Here is a copy of the "Licensing & Ownership" terms that are required for booking services and receiving your content.

2. LICENSING & OWNERSHIP

a. LICENSE FOR USE

All content ordered through the Derek Mecca Photography LLC order form is owned by Derek Mecca and is licensed for use to the ordering client. This license grants use for unlimited personal marketing. This license also grants use for listing purposes as defined by License 02a, License 02b and License 02c.

b. LICENSE 01: PERSONAL MARKETING

The ordering client is granted unlimited use of the content for their own personal portfolio and personal marketing. This marketing use does not expire and is not transferable to another party nor a future listing.

c. LICENSE 02a: LISTING (SALE)

Content provided by Derek Mecca Photography for sale listings is intended to market the listing of the property photographed. This use is available for one year from the date of delivery. For example, if the listing sells but returns to the market within one year of the delivery of content, the content may be re-used for the new listing by the client who purchased the original content. After one year from the date of delivery, new content must be ordered or the original license can be refreshed based on up-to-date fees.

d. LICENSE 02b: LISTING (LONG-TERM RENTAL)

Content for long-term rentals is considered for potentially marketing multiple listings of the rental property. This potential long-term use is reflected by a license for perpetuity and therefore the use of the content by the ordering client to list and rent the property does not expire. The perpetuity license for a long-term rental is reflected by increased prices on the order form as compared to a sale listing. A perpetuity license will be sent once your order is processed and delivered.

e. LICENSE 02c: LISTING (SHORT-TERM RENTAL)

Content for short-term rentals is intended for marketing repeated listings of the rental property. This repeated revenue gain is reflected by a license for perpetuity and therefore the use of the content by the ordering client to list and rent the property does not expire. The perpetuity license for a short-term rental is reflected by increased prices on the order form as compared to a long-term rental listing. A perpetuity license will be sent once your order is processed and delivered.

f. CUSTOM LICENSING

Custom licensing options can be discussed and arranged upon request. A custom license will replace any applicable licensing terms mentioned here and may affect the quoted pricing of services where applicable.

g. USE BY OTHER PARTIES

The ordering client does not have permission to allow any other party to use or purchase the content without permission from Derek Mecca Photography LLC. If the content is requested by another party for any use (such as a builder, designer or future listing agent) a separate license can be purchased by contacting Derek Mecca.

h. USE BY DEREK MECCA (PHOTOGRAPHER)

The content may be used by Derek Mecca for marketing and advertising. The content may also be licensed by Derek Mecca to other parties such as builders and designers.

i. USE BY JENNA MECCA (INTERIOR DESIGNER)

Content featuring virtual staging from Interior Design student Jenna Mecca may be used by Jenna Mecca (Mecca Haus) for marketing and advertising. The same use applies for photos featuring staging that has been aided by Jenna Mecca's Occupied Staging services

j. GIFTING THE SELLER

The intent to gift the licensed content must be notified to Derek Mecca Photography in order to protect the seller and the ordering client. Print releases are provided free of charge for the seller upon request. Professional printing services require print releases in order to print professional photography. This print release explains how the gifted content can be used by the seller and therefore protects both yourself and your client.

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Terms of Service for "Business Practices"

Updated January 25th, 2024

Thank you for ordering services through Derek Mecca Photography LLC. Here is a copy of the "Business Practices" terms that are required for booking services and receiving your content.

3. BUSINESS PRACTICES

a. FLOOR PLAN SCANS

The property prep PDF instructs your sellers to prepare for floor plan scans. Scans are performed at the end of the shoot and require access to all areas including closets and garages. The LiDAR scan does not take photos or video and simply needs to find corners and edges. Closets can be cluttered and people can be present. Measurements are a near-accurate estimation and are not replacements for architectural floor plans

b. DRONE PROPERTY LINES

Graphical representations of property lines are a courtesy feature of drone services. Property lines are based on official parcel data and while faithful, they are unable to be 100% accurate.

c. VIRTUAL STAGING (MECCA HAUS)

Virtual Staging services ordered through Derek Mecca Photography are offered in partnership with Interior Design student Jenna Mecca at Mecca Haus. Virtual Staging services utilize the selected photos from Derek Mecca Photography and therefore this service does not require separate booking.

d. OCCUPIED STAGING (MECCA HAUS)

Occupied Staging services ordered through Derek Mecca Photography are offered in partnership with Interior Design student Jenna Mecca at Mecca Haus. If this service is selected in the order form, Jenna Mecca will reach out personally for scheduling.

e. CUSTOMER SERVICE

Both Derek Mecca Photography LLC and the ordering client guarantee friendly and professional service and timely communication. This extends to all parties involved including the agent, brokerage, seller and photographer.

f. ARRIVAL TO LOCATION

I may arrive up to 10 minutes early or up to 10 min late for our scheduled time. If I arrive later than 10 min after our scheduled time, I will notify you and apply a credit to your order (varies by the amount of time).

g. TIME ON LOCATION

Your order may state an estimate for the amount of time the photoshoot will take. The length of time on location can be shorter or longer depending on the complexity of the floor plan, the amount of content and other factors such as the property not being fully prepared. On average the photoshoot can take anywhere from 1-3 hours.

h. PROPERTY PREPARATION

A property preparation PDF is attached to the order confirmation email. This PDF is a courtesy tool to help prepare the property for professional photography. For liability reasons, your photographer should not be expected to clean, change light bulbs, shut toilet lids, move trash cans and/or adjust items in the property. If the photoshoot duration extends beyond what is reasonable due to the property not being prepared, additional fees could be applied and/or rescheduling of the remaining content.

i. PHOTO EDITING

Standard editing is included in your order and includes corrections for lighting, color balance, alignment, sky replacements, removing my reflection in mirrors, enhancing overcast days and basic object removal. Additional advanced editing options are available in the order form for additional fees.

j. SAFETY

If I determine the property is dangerous, hostile, unsafe, unsanitary and/or a health hazard, it is within my discretion to vacate the premises. If this happens, I will notify you immediately and discuss rescheduling or canceling the order. If the property is involved in an eviction or forced termination, the property needs to be unoccupied during the photoshoot or the ordering client must be present.

k. WEATHER

Photoshoots can be performed during most weather conditions. Photoshoots can be performed in light rain and still produce quality photos due to modern equipment and proper techniques. If weather is severe enough to create a risk to equipment or health such as a severe heat advisory or dangerous roads, options can be discussed such as rescheduling or accepting potential risk fees.