



TERMS OF SERVICE

Updated: September 25, 2020

1) AGREEMENT

This Terms of Service agreement (the "Agreement") is made between Treefort Media and the "Client", collectively referred to as the "Parties".

2) RECITALS

WHEREAS the Client wishes to hire Treefort Media for real estate media services (the "Services") and Treefort Media agrees to produce such audio/visual/digital content (the "Media") on the terms and conditions set forth below.

3) SCHEDULING & APPOINTMENTS

Treefort Media attempts to accommodate all of its Clients to the best of its abilities. Out of courtesy, Treefort Media asks Clients to make their best effort to schedule shoots as early in advance as possible. Treefort Media makes no guarantees with regard to availability for shoots that are requested last minute or outside of regular business hours.

4) SHOOT TIME

It is recommended at least one full continuous hour be allotted to Treefort Media at the location for shooting purposes. Additional time may be required depending on the Services agreed upon by the Parties.

5) PROPERTY ACCESS & PREPARATION

It is the responsibility of the Client to secure access and permission to the property/location on behalf of Treefort Media.

Treefort Media is not obligated to fulfill its Services should the Shoot Preparation Guidelines not be met by the Client. If the property is deemed unshootable for lack of preparation, Treefort Media reserves the right to leave the location and charge the Client an inconvenience fee of \$50, payable within five business days of the original shoot date, or to be included with a subsequent future order or reschedule. Additional travel fees may be included if applicable.

Occasionally, certain property elements may be altered by Treefort Media for aesthetic purposes. Following a shoot, Treefort Media will put forth its best effort to restore the property to the condition it was in upon their arrival, including but not limited to: turning off lights and faucets, restoring blinds and furniture arrangements, etc.

Please refer to our Shoot Preparation Guidelines for details on how to prepare a property.

6) NO SHOW

In the event that Treefort Media arrives on location and is unable to gain access to the property due to the Client or their representative failing to appear, Treefort Media will remain at the location for thirty minutes. After this time, Treefort Media reserves the right to leave the location and a \$75 inconvenience fee will be billed to the Client, payable within five business days of the original shoot agreement. The Client may be subject to additional travel fees if applicable.

7) CANCELLATION

12-hour written or phone-call notice is required to cancel a shoot without penalty. If a shoot is cancelled less than 12 hours out, a fee of \$30 will be billed, payable within five business days, or billed alongside a subsequent future order.

Should Treefort Media need to cancel a shoot for whatever reason, they will put forth their best effort to do so with an at minimum 12-hour written or phone-call notice. In such an event, no additional charges will be made to the Client and a reschedule will be arranged.

8) RESCHEDULING

There are no fees associated with rescheduling a shoot, however Treefort Media makes no guarantees with regard to availability for the future date and time requested by the Client.

If weather conditions prohibit the shooting of a property or present safety issues, Treefort Media will put forth its best effort to accommodate requests for rescheduling. No reschedule charges will be incurred by the Client in such cases.

9) RESHOOTS

If the Client deems the Media delivered by Treefort Media to be unacceptable or below their standards of quality, Treefort Media will reshoot the property free of charge.

It is the initial responsibility of the Client to communicate in writing the particular angles or details they would like featured for the property. If such information is not communicated before the initial shoot and the Client is unsatisfied because of lack of coverage, Treefort Media will return to the property and a \$75.00 reshoot fee will be added to the Client's bill.

If such information is conveyed initially but Treefort Media fails to follow Client guidelines, no reshoot fee will be incurred by the Client and Treefort Media will return to the property free of charge to capture the missing elements.

If a reshoot is requested by the Client because they are unsatisfied with the weather conditions during the original shoot, a reshoot can be arranged and the Client will be billed full price for the reshoot.

10) PRICING

Treefort Media's pricing is subject to change at any time without notification to the Client. The Client acknowledges that additional fees may be applied to their order(s), including Travel Fees, applicable penalties according to this Agreement, and government HST.

11) PAYMENT

Payment is not required by the Client before or at the time of the shoot. Full payment is required upon delivery of the Media. The Media will only be accessible for review purposes until the balance is paid in full. Upon payment, it will be released and the Client will have full access and download permissions.

Payment Options:

- 1) Credit card via Paypal
- 2) Cash
- 3) E-transfer (contact@treefort-media.com)
- 4) Cheques

*All payments/fees are subject to Ontario HST (13%)

12) DELIVERY OF MEDIA

The Media provided by Treefort Media will be hosted for Client and downloaded via private link. It is the responsibility of the Client to download the Media and upload it to their local MLS or other outlets. It is not the responsibility of Treefort Media to maintain listings of the Client.

Video and virtual tour Media will be hosted by third party entities such as YouTube and Matterport, and the Client will be provided links to embed this Media to their desired outlet. Such Media will remain accessible as long as the listing is active, or until its removal is requested by the Client. It is the responsibility of the Client to make such removal requests to Treefort Media.

The final Media delivered to the Client is chosen by Treefort Media at their discretion, based on experience and best practice. Should the Client be unsatisfied with such selections, Treefort Media will put forth its best effort to accommodate the requests of the Client, but makes no guarantee with regard to alternative or additional Media. In such cases, see Reshoots.

13) EDITING OF MEDIA

Treefort Media offers a blue-sky guarantee, and as such will include free daylight sky replacements in their post-production process if deemed necessary and applicable.

Treefort Media will not modify or manipulate Media to the extent that it misrepresents the property and/or listing. Treefort Media reserves the right to refuse a request by the Client should their request violate this policy.

14) TURNAROUND TIME

Treefort Media guarantees a 24-hour turnaround time for photographs only, commencing the moment a shoot is completed.

If Treefort Media is unable to fulfill this guarantee, a written notice to the Client is required and a discount of 10% per day will be honored.

Floorplans, video, and virtual tours all require 48-hour turnaround time.

For orders containing both photographs and floorplans, video and virtual tours, the turnaround time is 48 hours, unless otherwise agreed upon by the Parties.

15) TRAVEL FEES

Travel fees are not disclosed in Treefort Media's pricing scheme and are included in the billing process. The Client is encouraged to visit the Travel Fee Map to ensure they are familiar with Treefort Media's travel zones and their corresponding fees.

16) COPYRIGHT & USAGE

Treefort Media reserves the right to use any of the Media they produce for the Client for commercial, promotional, display, competition or other purposes in any manner or medium, without any compensation or liability to the Client, unless otherwise agreed upon in writing by both parties.

A license for the Media provided by Treefort Media is granted only to the Client and not to any third party, including but not limited to architects, builders, stagers, designers, other sellers/agents, or buyers. This license is granted in perpetuity unless otherwise agreed upon by both Parties.

17) RIGHTS

Treefort Media reserves the right to remove themselves and all equipment at any time if they foresee any potential danger to themselves or their equipment. This includes but is not limited to belligerent, rowdy or intoxicated people, improper fireworks, careless discharge of firearms or hazardous weather including lightning, excessive heat, strong wind, snow, hail or rain. No refund of payments shall be given in such cases.

18) LIABILITY

Treefort Media uses the utmost care with respect to the capturing of audio, video and photography, and the editing, duplication and delivery of the Services offered. However, in the event that all Media files are lost, stolen, damaged, or destroyed, for reasons beyond Treefort Media’s best efforts, Treefort Media’s liability shall not exceed the total payments received by Treefort Media from the Client.

Treefort Media cannot be held liable for any missed Media or lack of coverage resulting from equipment malfunction, acts of God, weather conditions, warfare, government laws or regulations, electrical failure, conditions beyond the control of the Client and/or Treefort Media, schedule complications, lack of communication or interference from the Client, property owners, or by location/location restrictions.

Treefort Media will not be held responsible for MLS infractions or violations made by the Client, and it is the responsibility of the Client to be aware and follow such guidelines, rules and regulations set forth by such entities.

19) SECURITY & PRIVACY

Please refer to our Privacy Policy.

20) GOVERNING LAW

In the event of a dispute under this Agreement, the party alleging the dispute must provide written notice to the other party giving the particulars of the dispute. If applicable, the parties agree to appoint a representative on their behalf and to cause their respective representatives to meet as soon as possible in an effort to resolve the dispute.

If the dispute is not resolved by informal negotiation within ten days of the meeting, or any mutually agreed upon extension of time, the dispute shall be referred to Mediation, that is, an informal, non-binding conference or conferences between the parties in which a Mediator will seek to guide the parties to a resolution. The parties are free to select any mutually acceptable Mediator. If the parties cannot agree or have no particular choice of Mediator, they may request that The Canadian Foundation for Dispute Resolution assign a Mediator to the dispute. The Mediation process shall continue until the case is resolved, one of the parties wishes to terminate the Mediation, or the Mediator makes a finding that there is no possibility of resolution.

If Mediation is not successful, the parties hereto agree that any dispute between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules of Ontario, Canada.

21) ENTIRE AGREEMENT

This agreement contains the entire understanding between Treefort Media and the Client. It supersedes all prior and simultaneous agreements between the Parties. Any modifications to this Agreement must be made in writing and signed by both Parties.

This Agreement shall be enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada.

Treefort Media requires this Agreement to be signed and returned in order for a shoot to be scheduled and corresponding Media delivered. Thereafter, it is understood the Agreement pertains to all subsequent shoots and Media deliveries. Download a signable copy here.

Client Name: _____

Client Signature: _____

Date: _____