



# Micha Schulte Photography

## Commercial Photography Terms of Business

- 1) If the photographer cannot adequately shoot the property once they arrive due to reasons beyond our control (such as, but not limited to a) unable to gain access to the property b) excessive clutter and mess c) unrestrained animals) you will be charged the full fee of the shoot. Please review the home prep guide and make certain arrangements have been made to access the property prior to scheduling a shoot.
- 2) It is the Realtor, Hotel, and/or home owner's responsibility to have the home in photo ready condition prior to the photographer arriving. The photographer may make minor adjustments to improve the shot, but they cannot move furniture or make significant changes, clean the home, etc. Be sure to read the home prep guide several days prior to your shoot to make sure you are ready to capture the best photos possible.
- 3) If, for any reason, you are unable to keep your scheduled appointment please give 24 hours notice so I can reschedule you at a more appropriate time and open your time slot to others. Cancellations with less than 24 hours notice may incur a 1500 Baht **cancellation fee**.
- 4) Please make any special requests known to the photographer before the shoot begins, including specific shots, angles and the like. Otherwise the photographer will shoot the property based on experience, the property's condition, lighting and other factors to get the best possible shots. That sometimes means making compromises when it is necessary to shoot around things or compensate for the angle of the sun.
- 5) It is the Client who must be satisfy himself/herself/it's self that all necessary rights, model releases or consents which may be required for reproduction of people, places or items depicted within any Works are obtained. It is acknowledged that the Photographer gives no warranty or undertaking that any such rights, releases or consents are or will be obtained wether in relation to the use of names, people, trade marks, registered or copyright designs or Works of art dedicated in any picture. The Photographer shall be only responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot. In all other cases the Client shall indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances. The Photographer will not be liable for any loss or damage, for any consequential loss of profit or income however caused including negligence by the Photographer, Micha Schulte, their employees or agents or otherwise, and it is the client's responsibility to insure such loss or damage.
- 6) Turnaround time is 4 days. Although you may get your photos back in less time we cannot guarantee it. If you have a situation that requires a quicker turn around time please inquire about options for express service at an additional fee.
- 7) Photo Rights and Usage: All photos produced for the client may be used by that client for all marketing purposes, like online advertising, websites, social media and print advertisement. Please note that the photos will be copyrighted by the photographer and a license granted only to the agent and not to any third party.

Any usage of the photos by a third party, including but not limited to architects, builders, stagers, designers, sellers or buyers is prohibited unless approved in writing by the photographer. The license include usage of the photos for third party print and online media, like newspapers, magazines, blogs, and websites if the Photographer is mentioned below the photo.

8)The Photographer retains the right in all cases to use or sell the Photographs, exclusivity will not be unreasonably withheld but only on written agreement with he Photographer before work commences.

9)The photographer never hands out unedited RAW files to the Client or Agent, or all images that are captured during the shooting. The captured RAW files are always, in any case, property of the photographer. Some of the captured images are just part of the postproduction progress and have no value as a single image for the Client.

10)Fees, All agreed upon fees and expenses are due at the time of the shooting on location in cash or by cheque, or due at the time the photos are delivered. In case of agreement of payment due at the time the photos are delivered, the Client will receive low resolution watermarked images for approval. After the full payment is transferred the Client will receive the full resolution files. Micha Schulte Photography reserves the right to cancel, postpone, or refuse to schedule subsequent photo shoots until account is made current.

11)The Photographer will keep confidential and will not disclose to any third parties or make use of information communicated to him/her in confidence for the purpose of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

12)These Terms and Conditions shall not be varied except by agreement in writing.

Best regards,  
Michael Schulte