



832-449-8085

[brandon@studiovos.com](mailto:brandon@studiovos.com)

9711 S Mason Rd,  
Ste 125 #407  
Richmond, TX 77407

### THE USER

Who can use StudioVos Marketing and Photography and how they may use it to better their business.

- Real Estate Agents
- Residential or Commercial Brokers
- Home Owners
- Real Estate Publishers
- Title Companies
- Rental Agencies
- Home Builders
- Home Stagers
- Interior Decorators,
- Remodeling Contractors
- Small Business
- Hotels
- Motels
- Car Dealerships
- Restaurants
- RV Parks
- Amusement Parks
- Shopping Malls
- and so many more!

### HEALTH & SAFETY

If the outside temperature is over 90°F and A/C is off or the temperature of the home is over 78°F, our photographers are asked to turn it on during the shoot. If it doesn't work, they are asked to skip the shoot, you will be charged for a trip fee of \$60. The safety of our photographers is important to us- we need them to shoot more of your properties!

### PROPERTY READINESS

There is a property photography check list on the home page (about midway down). Photographers are instructed not to move large items, items that could be damaged while moving, blinds, and/or curtains. We budget about an hour per job depending on size and photographers can not move very many items at all. It is understood that properties will be shot "as-is."

### NOTICE OF SHOOT

- The time and day selected is NOT guaranteed. User will be contacted by Studio Vos to confirm appointment.
  - If the property is not photo-ready at the time of the shoot, it will be photographed AS-IS or User will be charged a \$60 cancellation/reschedule fee.
  - If User has a Saturday photo shoot, edited photos will be received the following Monday.
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#### NOTICE OF LICENSE

StudioVos exclusively owns and retains all worldwide rights, including copyright, in and to all photography and images, in any form, including digital and print media it provides to client. These images are for promotion and/advertising of the home and may be used for personal sites while marketing the said property. Client does not have any right to transfer, sell or otherwise provide the photographs/images or limited license granted to any client to any 3rd party. If a 3rd party desires to use photographs/images, then the 3rd party must first contact StudioVos to inquire about purchasing a license. Images considered for use in any publication online and/or print is granted while the property is in an active state and does not require approval for use of images. StudioVos photographs/images are NOT allow on a 3rd party Virtual Tour Platform at any time. Images delivered through the downloadable link is strictly for the use of the client to publish the images. Sharing of this link with other individuals is not allowed.

#### NOTICE OF COPYRIGHT

It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

#### COPYRIGHTED MATERIALS

Copyrighted materials may include, but are not limited to any photo, architectural drawing taken or made by the seller, a professional photographer, or anyone other than the agent using the image for inclusion in our Virtual Tour marketing system. Should you need to use images you do not own, get documented permission from the owner of the image, which releases the use of copyrighted materials to you.

#### TERMS AND CONDITIONS

Billing will be done according to the home size and not the package selected, unless special arrangements have been made to accommodate this request. It is understood that StudioVos is the exclusive official photography company retained to perform the photographic services requested on this Contract. Upon receipt, the StudioVos shall reserve the time and date agreed upon. Same day cancellation of the photography appointment will result in a fee not greater than \$75.00. If, in the opinion of StudioVos, inclement weather or other adverse conditions prevent the creation of photographs meeting the artistic standards of StudioVos, StudioVos may elect to reschedule the session. StudioVos reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client agreement of this contract warrants that he or she has actual authority to agree to the use of images from this session in this manner and shall indemnify and defend StudioVos in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of

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StudioVos. If StudioVos cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then StudioVos shall return any deposit or fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of StudioVos. In the event StudioVos fails to perform for any other reason, StudioVos shall not be liable for any amount in excess of all monies paid. The charges in this Contract are based on the StudioVos Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

#### **ARBITRATION AGREEMENT**

If you are a StudioVos user in the United States (including its possessions and territories), you and StudioVos agree that any dispute, claim or controversy arising out of or relating in any way to the StudioVos service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and StudioVos are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your StudioVos account.

If you elect to seek arbitration or file a small claim court action, you must first send to StudioVos, by certified mail, a written Notice of your claim ("Notice"). The Notice to StudioVos must be addressed to: Small Claims, StudioVos, 4930 Taylor Lake, Richmond, TX 77407 ("Notice Address"). If StudioVos initiates arbitration, it will send a written Notice to the email address used for your StudioVos account. A Notice, whether sent by you or by StudioVos, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If StudioVos and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or StudioVos may commence an arbitration proceeding or file a claim in small claims court.

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You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org).

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless StudioVos and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US \$25,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$25,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**YOU AND STUDIOVOS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and StudioVos agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

#### **STUDIOVOS SYSTEM**

StudioVos may elect to change offerings and services at any time in their sole discretion.

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