

# Papilios, LLC Terms and Conditions

(Updated September, 2011)

By ordering any Papilios, LLC (“Papilios”) photographs, floor plans, 360° panoramas, virtual staging, virtual tours, etc. (“Products”) and/or services, you (“Client”) agree to the following terms and conditions:

## I) Papilios Products

### A) Photography

- 1) Interior and exterior photography of the property.
- 2) In order to assist Papilios to better serve the Client please review the “Be Prepared” section of [www.papilios.com](http://www.papilios.com). Please be sure to turn on all lights, open window covers, turn blinds into horizontal position, and turn off all fans.

### B) Floor Plans

- 1) All floor plans are for illustration purposes ONLY. Floor plans are estimated and are not to be used to determine total square footage of the property. Measurements are taken from wall to wall inside the property. Floor plans are only intended to give viewers an idea of the layout of the property, NOT exact sizes of rooms, hallways, or the property as a whole.
- 2) Papilios does not guarantee the accuracy of the measurements included in the floor plan and accepts no liability as to the accuracy of the measurements and floor plan as a whole. It is the responsibility of the Client to verify the accuracy of the floor plan.

### C) Virtual Tours

- 1) **Unbranded Virtual Tour** – The Papilios unbranded virtual tour is an online web gallery composed of a sequence of images. The virtual tour does NOT include video. The link is unbranded and typically may be used in the local Multiple Listing Service (MLS).
- 2) **Branded Virtual Tour** – The Papilios branded virtual tour is an online web gallery composed of a sequence of images. The tour is branded by including information (name, number, broker, photo, etc.) regarding the listing agent in the virtual tour. The virtual tour does NOT include video. The link is branded and typically may NOT be used for local MLS purposes.
  - (i) Branded tours may be used on Realtor.com, personal use (sending in emails, posting on personal websites/blogs, posting on social networking sites, etc.).

- D) Product prices are subject to change without notice.

## II) Delivery

- A) Once the Papilios representative visits the property, products are typically delivered the following business day via email to the Client.
- 1) Other delivery options can be arranged on a case by case basis.
  - 2) Images are delivered in small resolution form in order to meet the requirements of the local MLS.
    - (i) Larger scale images can be delivered upon request at no additional charge to the Client.
    - (ii) All Papilios virtual tours use high resolution images for the best possible viewing experience.
- B) All Papilios products are verified to be fit for distribution prior to delivery to the Client. Should the product be deemed by Papilios (not the client) to be unfit for distribution, Papilios will correct all mistakes at no additional charge to the Client. However, if the product passes Papilios inspection and is delivered to the Client, the Client is then responsible for payment.
- C) Papilios will deliver the exact number of images that was ordered by the Client. Client will NOT be able to “pick and choose” from a set of images.
- D) Client is responsible for checking the files in their email as some email systems may change the size of the images or otherwise alter the image. Papilios is not responsible for changes/damages resulting from third party software and/or email systems. Please check the images immediately to verify that the images did not suffer any alterations.

### **III) Cancellation**

- A) All cancellations must take place no later than 24 hours prior to the scheduled appointment.
- B) In the event that the cancellation takes place less than 24 hours prior to the scheduled appointment, there will be a \$49.00 cancellation/rescheduling fee to cover expenses generated by Papilios due to photographer expenses, processing and administrative expenses, and other associated expenses endured by Papilios.
- C) Call 504.309.0792 or email [contact@papilios.com](mailto:contact@papilios.com) to cancel appointment.
- D) Weather Conditions – Sunny weather is optimal for Papilios products.
  - 1) *Overcast* – Papilios will insert a blue sky and take necessary editing steps to make each product appear as if it is a sunny day at no additional charge to the client.
  - 2) *Heavy rainfall* – May be subject to rescheduling at no additional charge to the client. However, Papilios is still able to complete all interior work regardless of the exterior conditions. An individual agreement may be made to return to complete the exterior shoot once weather conditions improve.
- E) Should Papilios arrive at the appointment and be informed at that time that the property is not ready to be photographed, this will be considered a cancellation within 24 hours and the cancellation/rescheduling fee will be charged.

### **IV) Payment**

- A) Whomever places the order with Papilios is responsible for payment to Papilios.
- B) Payment is due within one week of receipt of invoice.
- C) Nonpayment
  - 1) Upon nonpayment, Client will not be allowed to use any Papilios products in any form. The local MLS will be contacted and instructed to remove the Papilios products that were not paid for from the website. Additionally, Client's broker/manager will be contacted and informed that Client and brokerage is in violation of the Papilios copyright through the use of the Papilios products. The continued use of the Papilios products following nonpayment is copyright infringement and may result in legal action.
  - 2) In the event legal action is necessary to collect balances due or to prevent continued copyright infringement, Client agrees to reimburse Papilios for any and all expenses incurred including, but not limited to, reasonable attorney fees, other legal expenses, and court costs.

### **V) Copyright**

- A) Papilios owns the copyrights of all Papilios products.
- B) All Papilios products displayed on the internet are the sole property of Papilios.
- C) Clients are allowed unlimited use of the products for marketing purposes (third party brochures, magazines, fliers, websites, etc.)
- D) Clients may NOT resell or copy any Papilios to a third party (another real estate agent or property owner). Any subsequent real estate agents or owners to the same property may not use Papilios products.
  - 1) However, the first user of Papilios products on a specific property may contact Papilios to facilitate resale of the products. The second user of Papilios products will be charged 75% of the original fee and the first user of the products will be reimbursed 25% of the original payment.

### **VI) General Information**

- A) Papilios may use independent contractors to provide services. Papilios is not liable for any negligence or damages of the independent contractor.
- B) These terms and conditions represent the only contract between Papilios and the Client (unless otherwise specified) and are subject to revision.
- C) Client agrees to allow Papilios to display Papilios products, property information, and agent information on certain Papilios owned websites. Papilios is under no obligation to do so, but may choose to do so at Papilios' own discretion.

- D) The virtual tour and images will remain on the Papilios website for one (1) year. Should the Client need additional time, it is the Client's responsibility to contact Papilios and request the extension.
- E) Papilios is not responsible for the posting of Papilios products on other third party websites. It is the Client's responsibility to contact the third party in the event of any issue or complaint.
- F) Papilios is not liable for the accuracy of third party mapping tools used on Papilios websites.
- G) Should a re-shoot be requested by the client, a \$49 re-shoot fee will apply. This \$49 re-shoot fee includes up to 3 images. For all additional images, a \$5 per image fee will apply.
- H) Twilight shoot prices - \$99 for 3 images. For all additional images, a \$5 per image fee will apply.
- I) First-time real estate agents may receive 25% off of their first ever order. Multiple photo shoots may ordered at the same time and the agent can still receive 25% the whole order.