

Tony Sica Photography Terms and Conditions

- 1) Tony Sica Photography, hereby referred to as TSP, reserves the right to use any image or recording for any marketing purposes.
- 2) If subject of work is outside the Tampa Bay area, TSP reserves the right to add a reasonable transportation fee.
- 3) TSP guarantees the client a professionally produced product. If the product created is not acceptable based on reasonable standards, TSP will refund client's fees. Client will not be eligible to receive any part of photographs or recordings if fees have been refunded.
- 4) If the product is unacceptable to customer from an editing standpoint, TSP will re-edit footage a second time based on written notes provided by the client. IF this second edit is unacceptable, TSP will charge an hourly fee to continue refinement of recording.
- 5) If a legal dispute arises with regards to the business conduct or representative's actions while contracted by TSP, client agrees to a privately mediated settlement.
- 6) Customer will provide a "show ready" property at the time arranged for the recording. TSP will not be responsible for "preparing" the subject property for the recording. If the recording of the property is unacceptable based on the condition of the property or it's contents, TSP will charge a reasonable fee to re-record the property, including travel expenses.
- 7) TSP is not responsible for weather related detrimental effects of recording.
- 8) TSP agrees to maintain a clean and functioning website for hosting client's photos and videos. TSP will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.
- 9) No other terms or conditions apply unless specified in writing.
- 10) As a condition of TSP's website Services, you agree not to use such services for any purpose that is unlawful or prohibited by these terms and conditions, and agree to comply with any applicable local, state, federal and international laws, government rules or requirements.
- 11) TSP may immediately terminate any account which it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.
- 12) TSP will provide edited photos within 48 business hours of scheduled shoot. Expedited services are available for an additional charge.
- 13) Shoot may be cancelled or rescheduled at no charge with at least 48 hour notice. Shoots cancelled or rescheduled within 48 hours may be subject to a fee.
- 14) All recordings taken by TSP are the property of TSP unless client purchases license to exclusive rights. The standard fee grants the client (and ONLY the client) usage rights for the duration of the listing agreement (up to 12 months).