



Red Hog Media, LLC Terms and Conditions

- 1: **Definition:** These terms and conditions are an integral part of, and are incorporated into, the contractual agreement between Red Hog Media, LLC, an Idaho limited liability company (herein the “Company”) and the commissioning party (herein the “Client”).

- 2: **Company Pricing:** The Company’s pricing information is as set forth on Company’s website under the ‘Prices and Services’ tab. Company reserves the right to adjust pricing at any time in its sole and absolute discretion based on market demand, supply costs, and other relevant factors and price determinations. Company will honor all price estimates for a period of 30 days. In the event a price estimate has not been reduced to a written contract and scheduled, then Company reserves the right to require an updated price estimate.

3. **Contract Modifications:** Any change or modification to a Customer contract shall be reflected in an amended invoice or booking. Client shall have 24 hours from the time the invoice or updated booking details is sent electronically to dispute the invoice prices and details listed therein, else the invoice and all price components shall be deemed as unconditionally accepted by, and binding upon, Client.

4. **Terms of Payment:** Company invoices shall be fully due and payable immediately upon receipt and prior to download of photo’s or video’s.

- 5: **Delivery of Product:** Unless otherwise agreed in writing, all products will be delivered to Client solely via electronic mediums together with a download link. Video’s will be delivered in 1080P HD unless otherwise agreed. Raw footage, whether photo’s or video’s, will not be delivered to Client and shall remain the sole property of Company.

6. **Client’s Responsibility on Day of Shoot:** Client homes and properties shall be ready and available for the performance of all scheduled service at the time of the scheduled appointment. In the event in the client home or property is being cleaned, staged or is otherwise not available for the performance of all scheduled services, then Company shall have the right to reschedule the service at the Client’s sole costs and expense.

7. **24 Hour Cancellations and Reschedules Policy:** In the event a Client cancels an appointment less than 24 hours from the date and time of the scheduled work, the Client is responsible for payment of all resulting fees, costs and expenses incurred by Company.

8. **Aerial Drone Weather Cancellations:** The FAA has strict ceiling minimums for flight which often work in your favor as few clients want a picture in foggy weather. Rain never works as a small droplet of rain will not only obscure the camera lens but rain can also damage aircraft. In the event a Drone Shoot is re-scheduled due to weather, then the Company and the Client agree to reschedule at no cost to either party.

9. **Artistic License:** The Company reserves full artistic license and shall have the sole and absolute discretion to select and determine the process and manner whereby all photographs, videos or other products or services shall be created and produced. In the event the Client desires any specific vantage point, background or other specific element of the service, the same must be agreed upon in writing prior to the time of the scheduled service.

10: **Retention of Intellectual Property Rights:** Unless otherwise agreed in writing, the Company retains sole ownership and all intellectual property and other legal rights and interests of any nature whatsoever to any and all photographs, videos or other products or services provided to the Client.

Company shall have the unconditional right to publish and otherwise utilize all such products and services in connection with Company's marketing, advertising and promotional efforts and endeavors.

11. **Grant of Limited License:** Client is hereby granted a limited and non-exclusive license to utilize the photographs, videos or other products or services provided to the Client for standard and normal advertising and marketing purposes during the term of the Client's listing agreement respecting the real property which is the subject of the services provided hereunder.

12: **Authority to Provide Access:** Client represents and warrants that Client has the legal right and authority to authorize Company and its employees and agents to enter upon, photograph and take video of all interior and exterior portions of the subject property.

13. **Indemnification:** The Client shall defend, indemnify, and hold the Company and its affiliates, licensors, directors, officers, employees, agents and representatives, harmless from any and all losses, claims and/or damages of any nature whatsoever, including reasonable attorney fees and litigation costs, arising from: (i) the Client's use of any photographs, videos or other products or services provided to the Client; or (ii) the Client's violation of these Terms and Conditions.

14. **DISCLAIMERS:** THE SERVICES AND PRODUCTS PROVIDED TO CLIENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED

THEREFROM. COMPANY HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

15. LIMITATIONS OF LIABILITY: IN NO EVENT WILL COMPANY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS, ASSIGNS, RETAIL PARTNERS, VENDORS NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF CONTEMPLATED PRODUCTS OR SERVICES BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

16. Modification: Company reserves the right to change, amend and modify these terms and conditions at any time without notice.

17. Attorney Fees/Governing Law: In the event of litigation both parties agree that: (i) the prevailing party shall be entitled to an award of reasonable attorneys fees and disbursements incurred by such party in connection with such proceedings; and (ii) the laws of the state of Idaho shall apply and both parties shall consent to the jurisdiction of said state's courts, or in the event of diversity of citizenship, the United States District Court for the District of Idaho. Both parties expressly waive a trial by jury.