Our Policies are listed below. Please read carefully.



*Photos will be released upon receipt of full payment after completion of processing. (See processing time below)

*Processing is completed by an outsourced processing company. In most cases, images are completed within 36 to 48 hours. However, twilight images can take longer due to enhanced editing requirements and additional image compilations. Most Twilight images are completed within 60-72 hours. Video editing is subject to video length and can be expected within 3 to 5 days.

*Photos are NOT kept on file indefinitely... Photos are removed from storage after six months. Melissa Millsap Photography maintains copyright on all photos and are NOT transferable.

*Additional images are often taken as backups at the discretion of the photographer. If you prefer to select from ALL images taken, a contact sheet of UNEDITED images may be made available at an additional charge of \$25. Please understand that this process will delay the receipt of your images by one full day or more.

*If prior arrangements apply, invoice must be paid upon receipt.

*If invoice is not paid in full within 3 days of receipt, a late fee consisting of an additional 20% of invoice will be added to total.

**Mileage charges are applied for mileage beyond a 20-mile driving radius from downtown Sherman. The minimum travel fee is \$35.00, but this is subject to change based on current fuel costs.

***All prices are subject to change without notice if order is not confirmed within a week of your request or if the appointment is rescheduled prior to completion of the request. A Cancellation Fee of \$45 will be applied to Real Estate and Drone Photography if canceled in less than 24 hours of appointment.

***In the case of Inclement Weather if an appointment is canceled, DUE TO WEATHER, within two-hours of the scheduled time, a cancellation fee will not be charged. If the appointment moves forward and interior images are taken, but exterior images are not able to be taken due to Inclement Weather, a fee of an additional \$25 (plus travel fee where applicable) will apply for a return appointment of the exterior images. Drone images will not be taken if wind gusts are in excess of 22 mph at an elevation of 300 ft or below.

*****Checks returned (for insufficient funds) will be charged an additional \$50 plus a late payment charge of an additional 20% of total invoice.

Payment options include:

Cash, Check Venmo - @millsapphotography, Cash App - \$MillsapPhotography,

Zelle - 903.818.6075, or PayPal - Invoices are processed through PayPal and credit cards are accepted through PayPal, just click the link on the invoice.

Copyright Policy – Melissa Millsap Photography

Effective Date: March 1, 2023

At Melissa Millsap Photography, we value and protect the creative work that goes into every image we produce. This Copyright Policy outlines the rights and limitations associated with the use of our photographs and digital content.

1. Ownership of Copyright

All photographs, videos, and digital content produced by Melissa Millsap Photography are the **intellectual property of Melissa Millsap Photography** and are protected under United States copyright law (Title 17, U.S. Code).

Unless otherwise stated in a written agreement, Melissa Millsap Photography retains full copyright to all images.

2. Licensing

Clients are granted a **limited**, **non-exclusive**, **non-transferable license** to use the images solely for the purpose of marketing the property for sale or lease. This license includes:

- MLS listings
- Real estate websites
- Social media marketing
- Print brochures and flyers

Licenses do not permit:

- Resale of images
- Use for other properties
- Use by third parties (e.g., staging companies, builders, designers) unless expressly permitted in writing

If third-party use is desired, a separate licensing agreement must be obtained.

3. Unauthorized Use

Any unauthorized reproduction, distribution, or use of Melissa Millsap Photography's images is a violation of federal copyright law and may result in legal action. This includes use by:

- Agents who did not pay for the shoot
- Homeowners or tenants
- Other photographers, media, or service providers

We actively monitor for misuse of our content.

4. Transfer of License

If a listing changes agents or brokerages, the original license **does not transfer**. The new agent or brokerage must purchase a new license or obtain permission in writing from Melissa Millsap Photography.

5. Image Storage & Reuse

Images may be archived for a limited time. Clients may request re-licensing for expired listings or future use, subject to a fee and availability of the files.

6. Credit & Watermarking

While not required, crediting "Melissa Millsap Photography" is always appreciated when publishing photos on social media or in press releases.

Images delivered will not include watermarks unless agreed upon in advance.

7. Modifications

Clients may not alter, edit, or apply filters to the images without written consent from Melissa Millsap Photography. Minor cropping for format purposes (e.g., social media) is permitted.

8. Contact

For licensing questions, third-party use, or re-licensing, please contact:

Melissa Millsap

Melissa Millsap Photography Melissa.MillsapPhotography@gmail.com 903-818-6075 https://melissamillsapphotography.com