

Flash it First

Terms and Conditions

- 1) Flash it First, hereby referred to as FIF, reserves the right to use any image or recording for any marketing purposes.
- 2) If subject of work is outside San Diego City proper, FIF reserves the right to add a reasonable transportation fee.
- 3) FIF guarantees the client a professionally produced product. If the product created is not acceptable based on reasonable standards, FIF 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, FIF will re-edit footage a second time based on written notes provided by the client. IF this second edit is unacceptable, FIF 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 FIF, client agrees to a privately mediated settlement.
- 6) Customer will provide a "show ready" property at the time arranged for the recording. FIF 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, FIF will charge a reasonable fee to re-record the property, including travel expenses.
- 7) FIF is not responsible for weather related detrimental effects of recording.
- 8) FIF agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any representative.
- 9) FIF agrees to maintain a clean and functioning website for hosting client's videos. FIF will not be held liable for any losses or inconveniences

- caused by malfunctioning web-based technologies.
- 10) Client is granted a limited, nonexclusive right to create a "hyperlink" to FIF's website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.
 - 11) FIF nor its independently contracts is responsible for damages, delays or failures in performance resulting from acts or occurrences beyond reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Hurricanes, Tornadoes, Earthquakes, Acts of Terrorism, etc.)
 - 12) No other terms or conditions apply unless specified in writing.
 - 13) As a condition of FIF'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.
 - 14) FIF may immediately terminate any account which it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.