

# PUMPKIN HOUSE PHOTOGRAPHY

**Real Estate Media Production**

2026



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**Tier I** – up to 3,000 SqFt, inclusive of basement, if finished, and no extraneous considerations

**Tier II** – 3,000 + SqFt, and properties with acreage and/or secondary buildings to photograph / film

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## Package Pricing

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### SMOKE + RAIN

Foto + Film

Interior + Exterior Photography with a Cinematic Showcase Film or Reel

Tier I. \$450

Tier II. \$600

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### SMOKE, RAIN + SONG

Foto, Film + Aerial

Interior + Exterior Photography, Aerial Photography and a Cinematic Showcase Film or Reel with Drone Footage to add a bit of drama and establish a sense of location.

Tier I. \$650

Tier II. \$750

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### WOOD + WATER

Foto, Film, Aerial, Neighborhood + Agent

Interior + Exterior Photography, Aerial Photography and a Cinematic Showcase Film or Reel with Drone and Neighborhood Clips. Includes Agent Intro **or** Twilight Composite

Tier I. \$750

Tier II. \$850

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### ADD-ON: FLOOR PLANS + VIRTUAL TOUR

add iGUIDE to any of these packages

I. \$200 / II. \$250

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- licensed music can be selected by you or your client from [ARTLIST.IO](https://www.artlist.io) should you wish to curate your own video soundtrack. Log-in is not required by Artlist in order to make a music selection. Please submit your audio selections to Pumpkin House via email or text at least 24hours prior to your scheduled photo/film shoot.

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## MOON + MIST

designed for high-performance Realtors®

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Interior + Exterior Photography

Aerial Photography

Cinematic Showcase Film with Drone and Community Footage

Agent Intro

Virtual Tour and Floor Plans

**Two Social Media Reels** to keep your campaign active and engaging

Tier I. \$ 999

Tier II. \$1250

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## INFLUENCER VARIANT

The Influencer Variant is a Pumpkin House exclusive add-on for presentation videos that require special production planning and collaboration. Contact us to see if your project qualifies.

- complex FPV or AI sequences
- supporting cast of agent-provided on-screen talent for engaging lifestyle footage
- filming at secondary locations, i.e.: supporting footage shot at a local business

ADD \$ 500

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## COMMERCIAL FILM | Agent Branding | Testimonials

**¼ Day Rate** [1-2 hrs on set] \$ 500

**½ Day Rate** [3-4 hrs on set] \$ 1000

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**Presentation Products** *à la carte***I.****II.**

Interior + Exterior Photography	\$200	\$275
Showcase Film	\$275	\$325
Aerial Photography   Aerial Video	\$120	\$120
Virtual Tour + Floor Plans [iGUIDE]	\$225	\$275
Exterior Pre-Shoot / Re-Shoot – seasonal exterior photography		\$100

**Add-On Products**

Social Media Reel [15 – 45 sec]	add some sizzle to your steak	\$150
Campaign Reels [15 – 45 sec]	2 reels to extend your campaign	\$200
Day-to-Night Composite	stop the scroll with vibrant colour	\$50
Twilight Photography	separate photo shoot at dusk	\$250
Community Footage	showcase the local area	\$75
Agent Intro	a warm welcome for your viewers	\$50
Agent Sales Presentation	take center stage and sell it!	\$100
Photo Manipulation	advanced editing when needed	\$15 per

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<b>Travel Fee</b>	Dufferin, Wellington, North Halton, Peel, York Region, Metro Toronto, Waterloo, Grey County, Simcoe	0 – 50 KM	50KM – 100KM	100KM +
		\$0	\$65	based on travel time

# Terms & Conditions

## 1. Image Rights & Ownership

I. Once the full fee has been paid, the Client will be licensed to make use of the photography and/or video content for the express purpose of presenting and selling the home or property for which the work was commissioned. The Photographer retains copywrite may use any image for valid business promotion (e.g. promotional work, demo content for Photographer's website, social media or print marketing, etc.)

II. The content produced for the purposes of selling a home or property on the MLS or other systems will be subject to the terms and conditions of this license unless otherwise noted in writing.

III. Real estate content produced by Pumpkin House Photography shall be licensed to the client for the promotion and sale of the property photographed/filmed for a period of 12 months or until the property is sold; whichever occurs first.

IV. The usage license is strictly non-transferable.

II. Copywrite ownership may be purchased for an additional fee of \$2,000 per photograph or \$6000 per video.

## 2. Definition of Image Use

Image Use is defined as follows:

I. If the content has been received by the Client, by email or any other method, the content will be considered used, unless the Client makes contact with the Photographer within 24hrs of receipt and the content is only viewed on the personal and private computer of the Client, by the Client, and has not been viewed on any other device or distributed to any third party including but not limited to the clients own clientele, vendors, or colleagues.

II. Photographer will not issue refunds for used content.

III. Photographer will not issue refunds for content produced unless the licensee can demonstrate and show proof that can satisfy Pumpkin House Photography that the content was never viewable, and that Pumpkin House Photography is responsible for the content not being viewable.

IV. In the event such proof can be demonstrated, Pumpkin House Photography reserves the right to correct the issue before issuing any refund.

V. Posting the content to any online source including but not limited to; Facebook, twitter, etc. constitutes image use.

VI. Any print materials produced for the licensee with content produced by Pumpkin House Photography constitutes use.

## 3. Creative Control

I. The Photographer will work with the Client to get feedback and input, but the Photographer retains creative control over the final photography.

## 4. Revisions

I. The project cost includes one round of revisions to content shown to contain errors on the part of Pumpkin House Photography. (for example: misspelling of a street name in a graphic overlay)

II. Revisions are limited to adjustments and refinements that are required for the sake of meeting project objectives within the scope of the Production Specifications agreed to by the Client and the Photographer.

III. Additional revisions shall be billed to the Client at a rate of \$120 per hour.

## 5. Change of Scope

I. Changes in Production Specifications such that the scope of work calls for additional resources (time, personnel, equipment, software etc.) beyond that required for the agreed production at the time of signing shall either:

(a) cause an amendment to the agreement such that the appropriate production fees (at the Photographer's sole discretion) are added, or

(b) the contract shall be made null and void.

## 6. Liability

I. The Photographer's will perform tasks to the best of their ability, but the Photographer accepts no responsibility for unforeseen circumstances including but not limited to equipment failure, power outages, inability to attend and perform services due to illness, and/or any other situation beyond the Photographer's control.

II. In the event that unforeseen circumstances occur, the studio's photographer will use best efforts to provide similar services. The Photographer's sole liability in any case shall be limited to a monetary amount no greater than the total of monies paid by the Client.

## 7. Indemnification

I. Client warrants that they have the full legal rights to any and all photographic, film, or video images supplied by the Client to the Photographer for use in any photography or video content.

II. Client agrees to indemnify, defend and hold Photographer and its officers, directors, agents, employees, representatives, associates and affiliates harmless from and against any losses, cost, damage, liability and expense, including reasonable legal fees, arising out of any claim whatsoever, directly or indirectly, from the use of copywrite images supplied to Photographer by Client.

## 8. Delivery

I. Content may be delivered via email with a Dropbox, uploaded directly to a Dropbox or Google Drive shared folder or attached to the email, unless otherwise stated in writing.

II. Verification of image delivery is the responsibility of the Client.

III. If the content is not received by the Client, it is the sole responsibility of the Client to notify Photographer to arrange a delivery method.

IV. If we do receive such a notice that the email did not get delivered, we will upload the content to Dropbox and send a download link.

V. Sending content via email does not guarantee that the licensee will receive the content because email service providers can block emails based on file size and perceived threats, so it is the sole responsibility of the licensee to notify Photographer if they have not received the content.

## 9. SECURITY/CONFIDENTIALITY

I. Photographer understands that some information for said media(s) may be of a

confidential and/or sensitive nature. Photographer agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Photographer to produce media(s) in the usual and customary manner under this Agreement.

## 10. INDEPENDENT CONTRACTOR

I. It is understood that Photographer's status under this Agreement is that of an independent contractor and that all persons engaged by Photographer in performing its obligations shall not be deemed employees of the Client.

## 11. PHOTOGRAPHER WARRANTIES

Photographer represents and warrants:

(a) That Photographer has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, Provincial and Local Laws, ordinances and regulations.

(b) That Photographer will use reasonable efforts to obtain all licenses, consents, and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Photographer.

## 12. PAYMENT

Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 7 days. If Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the Photographer's discretion, as additional consideration, an amount equal to the current prime rate +10% (as charged by Photographer's bank from time to time) on unpaid amounts until paid, compounded monthly.

## 13. CONTINGENCY AND WEATHER DAYS

I. A contingency day is any day where a scheduled media/film shoot has been prevented from occurring due to circumstances beyond the control of the Photographer.

II. These circumstances may include but should not be limited to:

(a) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Client). (b) Injury, illness, or absence of client-supplied elements (e.g. key talent, color correct products).

(c) "Force majeure" (meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God).

(d) "Client Insured Re-Shoots" (any additional days for a job insured by the Client, who is therefore authorizing the expenditure). The Client should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day.

III. Pumpkin House Photography recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

IV. The Photographer will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the

cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

## 14. CANCELLATION AND POSTPONEMENT

I. A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project.

II. If the Photographer blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Photographer makes no further efforts to sell the time. If the job is canceled or postponed within the Guideline time frame, it is unlikely that this time can be re-booked. It should be understood that this time represents the Photographer's only source of income.

III. If notice of cancellation or postponement is given to the Photographer ONE TO THREE WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Photographer for: (1) All out-of-pocket costs; (2) Not less than 50% of production fee on the job as bid.

IV. If notice of cancellation/postponement is given AFTER THE PROJECT START DATE per the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Photographer for the full cost of the job as a bid.

## 15. DISPUTE RESOLUTION

I. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

## 16. ENTIRE AGREEMENT AND MODIFICATION

I. This Agreement and any Addenda attached hereto shall constitute the entire agreement between Photographer and Client.

II. Any amendment hereto must be in writing and signed by each party.

## 17. NO WAIVER

I. Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

## 22. ENFORCEABILITY

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

## 23. EQUAL OPPORTUNITY

In connection with its performance hereunder, the Photographer agrees not to discriminate against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, Provincial or local law.

## 24. APPLICABLE LAW

This Agreement shall be interpreted and governed by the local laws of Ontario, Canada.