

Thank you for allowing us to provide you with Architectural & Interior Photography & 3-D Services. This COVID-19 Notice & Waiver is provided for the sole purpose of informing you & your 'seller clients' of our current procedures in the prevention of spreading the COVID-19 virus, as well as a liability waiver to protect us and our professionals, holding us harmless of any liability related to the pandemic.

While we are following the strict guidelines set by the New York State Department of Health, we have been closely monitoring the situation daily in all of our coverage areas. Since reopening, we have implemented new steps & restrictions to a few areas that have experienced outbreaks and will continue to do so for the safety of our team. All of our equipment is being sanitized at the beginning & end of each day, as well as in between appointments throughout the day. For up to date information please visit www.marcscolari.com/covid-19 and while on our home page, please look for the different guides in assisting you with prepping your property. These are located at the footer (bottom) menu of our home page.

Client (broker, agents, subagents, homeowners and all other parties) are hereby notified & agree to:

1. While the State of New York has eased various COVID-19 based restrictions on businesses, the conduct and performance of the services being provided by Marc Scolari Photography and its contractors are subject to those rules in place at the time the photography/3-D services are to be performed. This also extends to areas outside of NYS wherein services are offered.
2. Based upon the scope of the social distancing restrictions in place at the time of the photography services, certain aspects of the photographer/client interaction may be altered by necessity. We require that all parties stay at least 6 feet away from our personnel. Client and all members of Client's party agree to abide by these social distancing measures of 6 FT prior to the shoot and other than ONE accompanying party, everyone else MUST LEAVE THE PREMISES during the shoot itself. Client and members of Client's party explicitly agree and understand that failure to adhere to such social distancing measures places them at an increased risk of COVID-19 exposure or transmission.
3. Face masks are mandatory by all parties present when inside (we will provide for our own). Brokers must provide additional supplies such as shoe covers. Note that due to the nature of our work, we will not wear latex gloves onsite as our equipment is comprised of the latest technology which includes touch screens that do not work well with gloves. As such, our staff will not touch ANY SURFACES onsite, including light switches, blinds, door handles or anything else other than our own equipment. Please ensure that all doors are opened and secured to stay in place, all lights are turned on, ceiling fans are off and every item is put away by our arrival. Every shoot is being conducted AS IS upon our scheduled start time.
4. Per NYS guidelines, all persons who have traveled outside of NY to an area considered 'high risk' MUST self quarantine for a minimum of 14 days upon returning, regardless of being asymptomatic. It is the real estate professional's responsibility to ensure this information is being collected & it is the responsibility of the homeowner to provide them with such information. If anyone in the household falls within the quarantine rules, has had contact with someone else who falls within those rules, have had contact with anyone that tested positive within the last 4 weeks OR are showing **ANY** of the COVID-19 symptoms, the appointment MUST BE RESCHEDULED, THERE ARE NO EXCEPTIONS!
5. Client & members of Client's party assume all risks associated with potential COVID-19 transmission or exposure in relation to the photography & 3-D services being provided and accept sole responsibility for any illnesses, injuries, damages, claims or expenses arising therefrom, regardless of the identity of the person alleged to be at fault for such transmission or exposure.
6. As consideration for this waiver, Marc Scolari Photography & its contractors agree to waive any and all liability or claim against Client or members of Client's party for COVID-19 transmission or exposure. Notwithstanding the foregoing, the Waivers contained in Sections 4 & 5 of this "COVID-19 Notice & Waiver" shall not be interpreted to prohibit actions or claims against persons who **knowingly participate** in any scheduled appointment while (a) exhibiting COVID-19 symptoms; (b) knowingly have been tested positive (prior 2 wks); (c) are awaiting test results; (d) fail to abide by all quarantine rules; OR (e) are not forthright when questioned.

By signing below, I hereby acknowledge that I have read this notice and agree:

Homeowner/Seller Client

Date

Broker/Agent

Date

Marc Scolari Photography

Date