



ASSIGNMENT OF VIDEO/PHOTO/IMAGE/AUDIO RIGHTS CONTRACT

1. PARTIES: This legally binding Agreement ("Contract") To assign images/audio rights is entered into by:

Photographer/Videographer/Recorder/Artist(s), \_\_\_\_\_ ("Photographer"),
and
Brokerage, \_\_\_\_\_ ("Broker").

The Parties hereby agree in this Contract for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged as follows:

Broker agrees to pay Photographer \$ \_\_\_\_\_ USD in consideration of all services rendered by Photographer to photograph, video-graph, visually record, audio record, create graphics/images ("Record") and assign Record per Contract.

Subject matter of Record (e.g. what is being photographed, videoed, recorded, designed, property, community):

Photographer hereby irrevocably assigns and transfers to Broker without limitation all of Photographer's worldwide existing and future acquired rights, title, interests, copyrights in Record for 70 years.

Photographer agrees to cooperate and take all actions reasonably requested by Broker, including filing copyright applications, executing and delivering to Broker all documents or providing information pertaining to Record in connection with the assignment of Photographer's rights to Brokerage in this Contract.

Photographer represents and warrants ownership of all rights, titles, interests, and copyrights of Record and capability to assign all rights to Record and authority to enter this Contract.

Photographer agrees that Photographer cannot use Record in any way and no royalties are owed and no other consideration is owed. Photographer agrees that Broker can give or not give any credit to Photographer or any third party for Record.

Parties agree that Photographer is an independent contractor of Broker for the creation of the Record and Photographer and is not an employee of Broker. Parties agree this Contract does not create a partnership nor joint venture between Broker and Photographer. Photographer agrees to comply with all government laws/regulations impacting the Record and the creation of the Record (e.g. UAV/drone restrictions, privacy laws, REALTOR® ethics, audio/video surveillance laws, eavesdropping laws, peeping Tom laws, expectation of privacy, safety concerns, copyright laws, patent laws, intellectual property laws). Photographer agrees to hold harmless and indemnify Broker for all costs relating to this agreement and enforcement of this agreement including attorney fees. The validity, construction, and enforceability of this Contract shall be governed by South Carolina laws. This Contract is the entire agreement between the Parties and supercedes any prior agreements. This Contract shall only be amended by writings signed by the Parties. A Party failure to enforce contractual rights under this agreement is not a waiver of such contractual rights.

BROKER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

PHOTOGRAPHER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.