



LICENSE 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 grants to Broker an exclusive worldwide royalty-free license for 70 years to reproduce, distribute, display, prepare derivative works of, modify and publicly perform the Record in connection with the real estate industry, including without limitation such uses of the Record in connection with advertising real property, to modify any metadata as necessary, and to authorize and sublicense such rights to third parties at Broker's discretion.

This [] exclusive [] non-exclusive license grant shall include the right to sue for copyright infringement, including without limitation past infringement. To that end, Photographer agrees to assist Broker in preparing and filing any copyright applications that cover the Record, including providing any information necessary to prepare such applications.

Broker acknowledges that Photographer retains title and ownership of the Record.

Photographer hereby represents and warrants that it owns all right, title and interest in and to the Record, no third party has any rights in, to, or arising out of the Record, and Photographer has full right and power to enter into this Contract and grant the license. Photographer agrees that Brokers has no obligation to credit Photographer/third party as owner of 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: _____

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