



WORK MADE FOR HIRE (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 acknowledges and agrees that Record is proprietary works of Broker. To the extent permitted under applicable law, all Record shall be considered a Work Made for Hire (e.g. definition Copyright Act 17 USC 101 and following, as amended) by Photographer for Broker and as such Record shall be exclusively developed for the benefit of and owned by Broker. Broker shall exclusively own all worldwide right, title, and interest in and to the Record, including without limitation copyrights. To the extent that it should be determined that any of the Record do not qualify as a Work Made for Hire under US law, Photographer hereby irrevocably assigns and transfers to Broker all of Photographer’s worldwide right, title, and interest, including without limitation all copyrights, whether now existing or hereafter acquired, in and to all Record. Photographer agrees to cooperative and take all action reasonably requested by Broker, including executing and delivering to Broker all documents, or providing information pertaining to the Record, in connection with the assignment of Photographer’s rights to Broker under this contract. Specifically, but without limitation, Photographer agrees to assist in filing copyright applications that cover the Record, including providing any information necessary to prepare such applications. Photographer hereby represents and warrants no third party has any rights in, to, or arising out of the Record, and Photographer has full right and power to enter into the contract. Photographer acknowledges and understands that Photographer has no right to use the Record in any manner whatsoever and no royalty or other consideration shall be due to Photographer. 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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