

## **EDITORIAL PHOTOGRAPHY LICENSE AGREEMENT**

This agreement is for the purchase of license and delivery of the photography services ordered via the Listing Pics' client portal Order Form at ListingPics.Com/MyListingPics.Com and is between the purchasing Real Estate Agent/Property Owner/Property Manager (hereafter known as Client) and Listing Pics (hereafter known as Photographer) for and at the address indicated on order form (hereafter known as Property.)

Photography shoot date and time are selected when online order is placed and will be confirmed with Client, and delivery of photo proofs will be within 24 hours following the completed photography session. Upon payment of fees and sales tax, all digital photographs become accessible to and usable by Client according to licensing terms.

NOTICE: Drone images, videos, floor plans, and 3D Tours may take an additional 24 hours for completion and delivery.

Electronic still images will be exported in JPG format, sized for MLS at least **2048 x 1536** pixels in size, and are also downloadable at other custom setting(s) to suit Client's needs, such as for print, social media, etc.

All parties understand and agree that upon payment, Client will be able to download all photographs, and within an additional 24 hours shall have access to any purchased or included videos/3D tours/floorplans/marketing materials and shall be authorized a worldwide, limited, fully paid license to use said photographs/videos/3D tours/floorplans/marketing materials for the purpose of advertising, promoting, and marketing Property for the duration of the current listing agreement and for related post-sale professional marketing by Client.

[NOTE: For Short-Term Rentals, the purchased License Agreement grants perpetual use of photos/media.]

Photographer grants consent to Client to allow HRIS (or other) and the MLS (or other) to use, sublicense, publish, display, reproduce, prepare derivative works and to distribute the photographs/video/floorplans/3Dtours licensed to Client by Photographer, royalty-free.

Photographer holds Copyright and may use photographs/videos/3D tours/floorplans/marketing materials in website pages, portfolios, galleries, and photo albums on ListingPics.com/MyListingPics.Com websites and Listing Pics pages on social media sites, as well as for print or other media for promotion of the Listing Pics business.

This order and agreement may be cancelled by Client with written notification via text message or email, or by phone call until four hours prior to scheduled appointment time without obligation. Cancellations with less than eight-hour notice will be subject to a \$50.00 cancellation fee.

Any amendment to this agreement must be in writing and agreed to and signed by both Client and Photographer.

By checking "I Agree"/"Place My Order" Client accepts and agrees to the terms of this licensing agreement and affirms that he/she has an executed Listing Agreement with Property owner granting permission for Client and/or contracted Photographer to access Property to take and use photographs for the purpose of advertising and promoting the Property for sale or otherwise is lawfully empowered to grant permission for photographer to access and photograph Property.