

LISTING PICS
Galveston, TX 77551
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MLS REAL ESTATE MEDIA LICENSE & SERVICES AGREEMENT

This Agreement applies to real estate photography and media services ordered from Listing Pics ("Photographer") by the purchasing real estate agent, broker, property owner, or authorized representative ("Client") for the property identified in the applicable order ("Property"). **Each order and the license granted under this Agreement apply solely to the single Property identified in that order.**

SERVICES & DELIVERY

Photography appointment date and time are selected when the order is placed and confirmed with Client. Finished photographs are generally delivered within 24 hours following the completed photography session. Drone images, video, floor plans, 3D tours, and other media may require an additional 24 hours.

Still photographs are delivered as finished JPG files in sizes appropriate for MLS/listing platforms, web, social media, print, and other available uses. **RAW files, unedited images, source files, project files, and other working files are not included in standard delivery.** Upon payment of applicable fees and taxes, Client may download and use delivered media according to this Agreement.

LICENSE & COPYRIGHT

Listing Pics retains copyright and ownership of all photographs, videos, drone imagery, floor plans, 3D tours, and other media created by Listing Pics ("Media"). Upon payment, the original purchasing Client receives a worldwide, fully paid, non-exclusive license to use the Media to advertise, promote, and market the Property during the current listing and for Client's related professional marketing afterward, including Client's portfolio, website, social media, and promotion of Client's real estate services.

The license applies only to Media created for the Property identified in the applicable order and does not authorize use of the Media to advertise or represent another property.

Client may provide Media to MLS/HAR, Client's brokerage, listing portals, social media platforms, and other services reasonably necessary to market the Property. Such services may reproduce, display, distribute, resize, or otherwise process the Media as necessary for that purpose.

The license does not transfer copyright and may not be sold, transferred, or licensed for independent use by another real estate agent, brokerage, property owner, builder, designer, publication, or other third party without Listing Pics' permission. A subsequent listing of the Property by another agent or brokerage does not transfer the license.

Listing Pics may use Media in its website, portfolio, galleries, social media, print materials, advertising, and other promotion of the Listing Pics business.

PROPERTY READINESS, ACCESS & RESHOOTS

Client is responsible for ensuring the Property is accessible and reasonably prepared for photography at the scheduled appointment time. Listing Pics photographs the Property substantially as presented and is not responsible for cleaning, staging, moving furniture, making beds, landscaping, or other property preparation. Access problems, delays caused by occupants, or a Property that is not ready may result in rescheduling and/or an additional fee.

Listing Pics will correct or reshoot Media when reasonably necessary because of a photographic or processing error by Listing Pics. Reshoots requested because of weather, property condition, staging, construction, landscaping, changed furnishings, Client/owner preference, or other circumstances outside Listing Pics' control may be subject to an additional fee.

DRONE & WEATHER CONDITIONS

Drone and other weather-dependent services are subject to suitable weather, airspace restrictions, FAA requirements, property conditions, and Listing Pics' determination that operations can be performed safely and legally. Such services may be rescheduled or completed later when conditions prevent performance during the original appointment.

CANCELLATIONS

Client may cancel or reschedule without charge with at least eight (8) hours' notice by phone, text, or email. Cancellation or rescheduling with less than eight (8) hours' notice may be subject to a \$50 fee.

MEDIA STORAGE

Client is responsible for downloading and retaining delivered Media. Listing Pics may retain Media for Client convenience but does not guarantee permanent or indefinite storage or future availability.

PROPERTY AUTHORIZATION & ACCEPTANCE

Client represents that Client has authorization from the Property owner or is otherwise lawfully authorized to permit Listing Pics to enter and photograph the Property and create and use the Media as described herein.

This Agreement is governed by the laws of the State of Texas. Any amendment must be agreed to in writing by Client and Listing Pics. By selecting **"I Agree," "I Accept," and/or "Place My Order,"** Client acknowledges and accepts this Agreement.