



PROPERTY IMAGES AGREEMENT
(For Photos, Video, and Other Media)
(C.A.R. Form PIA, 12/17)

This Property Images Agreement ("Agreement"), dated _____, is made and entered into by and between _____ ("Real Estate Licensee" (REL)) and _____ ("Photographer"). The parties hereby agree as follows:

1. DESCRIPTION OF WORK AND TERM:

A. DESCRIPTION OF WORK: REL has engaged Photographer to photograph, visually record, videotape, or otherwise create, whether through cameras, drones, or other technology, graphics, or other images (collectively, "Images") for the purpose of using the Images as permitted by home sellers in connection with the real estate industry. The Images shall be for the property or properties identified below, or, if no properties are identified below, as identified by REL from time to time ("Identified Property(ies)"): _____

B. TERM OF AGREEMENT:

This Agreement shall continue until (i) terminated in writing by either REL or Photographer, (ii) delivery to REL of the Images for the Identified Property(ies), (iii) _____ (Date).

2. COMPENSATION AND PAYMENT:

REL agrees to pay Photographer, in consideration of all services rendered by Photographer (i) as set forth in this Agreement, or (ii) in accordance with the schedule set forth in Photographer's invoice, or (iii) the total amount of \$ _____

3. SPECIFICATIONS:

Images shall be in a reasonable format and quality for Internet and print media use. Further specifications regarding number, nature, delivery, etc. of Images are set forth below:

4. GRANT OF RIGHTS:

Photographer grants REL rights to the Images as below:

A. ASSIGNMENT AGREEMENT: Photographer hereby irrevocably assigns and transfers to REL all of Photographer's worldwide right, title and interest in and to all Images, including without limitation all copyrights, whether now existing or hereafter acquired. Photographer agrees to cooperate and take all action reasonably requested by REL in connection with the assignment of Photographer's rights to REL under this Agreement, including executing and delivering to REL all documents, or providing information pertaining to the Images. Specifically, but without limitation, Photographer agrees to assist in filing copyright applications in the United States or elsewhere if requested by REL.

OR

B. EXCLUSIVE LICENSE AGREEMENT: Photographer hereby grants to REL an exclusive worldwide royalty-free license in perpetuity to reproduce, distribute, display, prepare derivative works of, and publicly perform the Images in connection with the real estate industry, including without limitation such uses of the Images in connection with advertising real property, real estate services and to authorize and sublicense such rights to third parties at REL's discretion. The rights shall include the right to sue for copyright infringement, including without limitation past infringement. To that end, Photographer agrees to provide any information necessary to prepare any copyright applications that cover the Images and further agrees to file such applications in the United States or elsewhere if requested. REL acknowledges that Photographer retains title and ownership of the Images.

C. (Applicable to 4A and 4B) The parties agree (or if checked, do not agree) to grant Photographer a limited license to use the Images for his or her own portfolio. Photographer's use shall not be for any purpose outside of that set forth in Paragraph 1 and shall be restricted to Photographer's own site or platform to promote its photographic services. No other royalty or other consideration will be due to Photographer except as provided in Paragraph 2 above.



5. REPRESENTATION AND WARRANTY:

Photographer represents and warrants (i) that it owns all right, title and interest in and to the Images, including copyright, (ii) no third party has any rights in, to, or arising out of the Images, and (iii) Photographer has full right and power to enter into this Agreement and grant the rights set forth herein. Photographer further represents and warrants that REL is under no obligation to credit Photographer or any other third party as the author of the Images.

6. INDEMNITY:

Photographer shall (or shall not) indemnify, defend and hold harmless REL from any claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees and costs, resulting from Photographer's material breach, or third party claim of material breach, of any material obligation, representation or warranty set forth in this Agreement.

7. RELATIONSHIP OF PARTIES:

Photographer understands and agrees that it is an independent contractor of REL and nothing in this Agreement shall be construed to create a partnership, or joint venture, or employment relationship between REL and Photographer.

8. ADDITIONAL TERMS:

The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of California. The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior oral or written agreements. This Agreement may not be amended except in writing signed by the respective parties. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. The provisions of paragraphs 4-8, inclusive, shall survive any expiration or termination of the Agreement.

9. BROKER IDENTITY AND RIGHTS:

If REL is a salesperson, or a broker-associate conducting licensed activity under another Broker's license, that Broker's name and license number is as follows: Real Estate Broker (Firm) _____ DRE Lic.# _____ As between REL and Broker, rights to Images granted under this Agreement shall be addressed in a separate written Agreement between them.

10. MLS RULES:

MLS rules generally contain restrictions against, and have the right to impose citations on, its MLS participants in instances of reuse of Images by subsequent real estate licenses who fail to obtain prior written authorization from the originating REL or other appropriate party with the legal right to reproduce and display such Images.

By signing below, the parties acknowledge they have read, understand, received a copy of and agree to the terms of the Agreement.

Photographer _____ Date _____

Address _____

Telephone _____ Email _____

Real Estate Licensee _____ DRE Lic.# _____

Address: _____

Telephone _____ Email _____

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