

EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (“Agreement”) is made and entered into as of the date of the shoot by and between the commissioning party (“Brokerage”) and Black Hills Real Estate Photography (“Photographer”). Brokerage has engaged Photographer to photograph, visually record or otherwise create graphics or other images (collectively, “Images”) of the properties identified in the invoice sent to the agent. The parties hereby agree, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. Brokerage agrees to pay Photographer in consideration of the services rendered and exclusive license granted below the agreed upon amount based on pricing on the Black Hills Real Estate Photography website or other arranged amount.
2. License Grant.
 - a. Photographer hereby grants to Brokerage an exclusive worldwide royalty-free license in for the length of the signed listing agreement to reproduce, distribute, display, prepare derivative works of, modify 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, and to authorize and sublicense such rights to third parties at Brokerage’s discretion.
 - b. This exclusive license grant shall include the right to sue for copyright infringement, including without limitation past infringement. To that end, Photographer agrees to assist Brokerage in preparing and filing any copyright applications that cover the Images, including providing any information necessary to prepare such applications.
 - c. This exclusive license expires once the property sale agreement terminates or expires between the Brokerage and the selling party.
 - d. This license agreement provides the Photographer the ability to resell the images to another Brokerage or party should the original listing Brokerage/Agent no longer have a signed listing agreement with the seller of the property
3. Brokerage acknowledges that Photographer retains title and ownership of the Images.
4. Brokerage may, for an additional fee, purchase the full copyright of the images. In this case, Photographer retains permission to use the images in their portfolio and for use in print, online, or other marketing.
5. Photographer hereby represents and warrants that it owns all right, title and interest in and to the Images, no third party has any rights in, to, or arising out of the Images, and Photographer has full right and power to enter into this Agreement and grant the license set forth in Section 2. The parties agree that Brokerage is under no obligation to credit Photographer or any other third party as the author or owner of the Images.
6. Photographer understands and agrees that it is an independent contractor of Brokerage and nothing in this Agreement shall be construed to create a partnership, or joint venture, between Photographer and Brokerage.
7. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of South Dakota. The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior 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.

