

STORYBOOK HOME PHOTOGRAPHY LLC NON-EXCLUSIVE LICENSING AGREEMENT

This Agreement governs the terms under which the Photographer will provide real estate photography and media services to the Client. For the purpose of this License Usage Agreement, the “Photographer” is Storybook Home Photography or one of its contractors or employees. The “Client” is the person/entity contracting the Photographer (including anyone that receives a clickable link to retrieve photographs from the Photographer). “Photos” includes all material provided by the Photographer including, but not limited to, images, video, virtual tours, graphics and floor plans. “Property” means the property (e.g. house, building or other real property) in which the Client has contracted the Photographer to create media for the purpose of a property “listing”. A Listing means the property is marketed for the purpose of a sale, rent or lease.

TERMS AND CONDITIONS

The Photographer grants the Client a non-exclusive, non-transferable license to use, distribute and publicly display the Photos for the purpose of marketing and advertising the Property. The Client may use the Photos in print, online websites, social media, and in multiple listing service databases throughout the duration of the active marketing period. The ‘active marketing period’ shall be defined as the period starting from the date of the first listing of the Property and ending when the Property is sold, withdrawn from the market, or after two years, whichever occurs first. Any extension of this period must be negotiated separately and may incur additional fees.

This License Usage Agreement is not transferable and the client cannot resell, license or sub-license, gift, assign or transfer the Photos or the rights to the Photos to any third party without prior written consent from the Photographer. If the Client breaches this agreement, the License Usage Agreement will immediately expire.

The Photographer retains all copyright and ownership of the Photos.

The license is non-exclusive, meaning the Photographer can license the Photos to other clients. The Photographer reserves the right to use the Photos for self-promotion (e.g., portfolio, website, social media).

The Photos are for marketing purposes only and cannot be used for any other commercial purposes without prior written consent.

The Client shall not alter, edit, or manipulate the Photos without the Photographer’s permission.

PAYMENT

The Client shall compensate the Photographer the amount stated on the invoice for the completion of the rendered services. Payment terms are specified in the invoice.

GOVERNING LAW

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. It supersedes all prior or contemporaneous oral or written agreements, understandings, and negotiations concerning the subject matter.

This Agreement shall be governed by and construed in accordance with the laws of Florida, without giving effect to any principles of conflicts of law.

SIGNATURES

The Parties have executed this Licensing Agreement, and each Party warrants that their respective signatory has the authority to enter into this Agreement. By agreeing to the terms and conditions on the online booking form, the Client has effectively agreed to and electronically signed this agreement.