

Architara Photography Unlimited Use License Agreement

Name of Photographer: Tara Kellogg, Architara Photography (or team photographer on behalf of Architara Photography) (Hereinafter referred to as "the photographer")

Phone number: 951.298.9272

E-mail: CS@architara.com

Name of Client:

(if not named directly, then Client is person this License Agreement is sent to from Architara Photography)

(Hereinafter referred to as "the licensee")

DATE CREATED: 2022

NAME OF PERSON WHO OWNS THE COPYRIGHT TO THE PHOTOGRAPHS: Tara Kellogg, Architara Photography

DESCRIPTION OF "MEDIA":

Daytime Home, Yard and Community Photographs (web and print resolution)

Twilight Home, Yard and Community Photographs (web and print resolution)

Aerial Home, Yard and Community Photographs (web and print resolution)

Aerial Home, Yard and Community Videos (branded and non-branded)

Matterport and Zillow 3D tours (branded and non-branded)

Any other video or photograph taken of Home, Yard and Community taken by Architara Photography team member

AGREEMENT:

The Photographer grants the Licensee the exclusive use of property listing and/or marketing Media (as described above) for the entire duration the Licensee requires. The Media may be used for any purpose the Licensee requires, for any length of time. No additional licensing fee needs to be paid as long as the photographs are used by the licensee referenced herein. Photographer will not re-license the Media referenced in this agreement.

PAYMENT:

The agreed upon amount is to be paid prior to the release of the Media. No use may be made of the Media until the invoice has been paid in full.

PROVISIONS:

- 1.** The Photographer retains use rights attached to the Media as well as any other rights which may not be detailed in this agreement. This allows Photographer to use the Media on Photographer's website, social media, print, and similar use, as examples of work. No transfer of intellectual property is made by this agreement.
- 2.** Credit/Acknowledgement of the Photographer's name must be given when a photograph is published, either with a picture credit, caption or an acknowledgment in the publication if the photograph is used for editorial purposes (newspapers, magazines, newsletters, web or print publications, etc.).
- 3.** Selling the Media to 3rd parties is forbidden. The Media may be used for any purpose and for any length of time by the Licensee only. Any selling or redistribution of the Media that is not covered by this license requires a new and Independent Use License.
- 4.** Licensee is allowed to crop and/or edit the Media to suit their purposes for the usage stated above. If Licensee edits the Media more than cropping, please do not reference Photographer in publications.

INDEMNITY:

The Licensee indemnifies and holds harmless Tara Kellogg, Architara Photography and team photographers for Tara Kellogg, Architara Photography against all claims, liability, damages, costs and expenses stemming from a breach of this agreement, the use of the Photographs, the failure to abide by any restriction regarding the use of the Media, or any claim by a third party related to the use of the Media.

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WARRANTY AND LIABILITY:

The Media are provided "as is" with no warranty regarding the suitability of the Photographs for any purpose. The Photographer is not liable to the licensee or any person or entity for damages, costs or losses stemming from any usage of the Media.