

Architara Photography Real Estate 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

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, non-transferable and non-assignable use of property listing Media (as described above) for the entire duration the property is listed for sale on the real estate market by the licensee. The Media may only be used for the sole purpose of marketing the real estate listing including, but not limited to, advertising on the Licensee's website, the Multiple Listing Service (MLS), magazines, newspapers, print ads, flyers, brochures and social media websites until the listing has sold, expired or is removed from the market. If the listing expires or is removed from the market and then later placed back on the market the terms described herein will apply. No additional licensing fee needs to be paid as long as the photographs are used by the licensee referenced herein.

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 all copyrights attached to the Media as well as any other rights which may not be detailed in this agreement. 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 and/or redistribution of the photographs is forbidden. The Media may not be used for any purpose other than marketing the real estate listing for sale. Any re-use or long term use of the photographs that is not covered by this license requires a new and independent Use License.
- 4.** Licensee is allowed to crop the photographs to suit their purposes for the usage stated above. Adding and/or removing elements from the Media and/or "stylizing" the Media with over/under saturation, distortion, filters, etc. is forbidden unless permission is granted by the photographer. The Media may not be merged with other works or be used to create a derivative photographic work, artwork, drawing, video or mixed media work unless explicitly permitted by the photographer.

INDEMNITY:

The Licensee indemnifies and holds harmless Tara Kellogg, Architara Photography or a team photographer, 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 photographs, or any claim by a third party related to the use of the photographs.

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WARRANTY AND LIABILITY:

The Media is 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..