

REAL ESTATE DIGITAL PHOTOGRAPHY LICENSING AGREEMENT



1. PARTIES

This Digital Photography Licensing Agreement (the “Agreement”) is between **PANDORAMICS LLC** (“Photographer”) and the **Client** (the real estate agent, property owner, or brokerage who purchases the services and pays the invoice).

2. COPYRIGHT NOTICE

PANDORAMICS LLC retains full copyright and ownership of all images, photos, or other digital material produced. Copyright is **not transferred** to any other party unless specifically agreed in writing (including by email). Photos are *not* considered a work-for-hire.

3. GRANT OF LICENSE

Upon **full payment**, the Client is granted a **limited, non-transferable license** to use the images solely to market and promote the specific property detailed in the invoice (“Property”).

✓ Allowed uses

- Use on MLS, real estate websites, printed brochures, flyers, social media ads, and other advertising directly related to selling or renting the Property.
- Use during the active listing period and for up to one (1) year from the date of the original invoice if the Property is temporarily removed from the market.

✗ Prohibited uses without written permission

- Use after the Property is sold, rented, withdrawn, or expired (except for relisting within one (1) year from the invoice date).
- Use for personal or company portfolio, branding, recruiting, or other marketing unrelated to the specific Property.
- Transfer, resell, sublicense, or gift images to any other party, including another agent, brokerage, builder, stager, contractor, or third party.

4. MLS & THIRD-PARTY USE

Photos may be uploaded to MLS and real estate syndication sites solely for promoting the Property. The Client is responsible for ensuring that images are removed from MLS, broker websites, or other platforms once the Property is no longer listed.

5. DMCA & COPYRIGHT MANAGEMENT

Photos may contain visible or embedded copyright notices, watermarks, or metadata. Removing or altering this information is strictly prohibited and may violate the Digital Millennium Copyright Act (DMCA). The Client agrees to be responsible for any damages or penalties under the statute for unauthorized removal or alteration.

6. PAYMENT & REVOCATION

Full payment is due within ten (10) business days from delivery of the images. If payment is not received within thirty (30) days, all granted rights are automatically **revoked**, and the Client must immediately stop all use and delete or destroy all copies.

7. INDEMNIFICATION

The Client agrees to **indemnify and hold harmless** PANDORAMICS LLC against any unauthorized use, transfer, or distribution of the images, including misuse by MLS, builders, or other third parties.

8. RELATIONSHIP OF PARTIES

Photographer is an independent contractor. Nothing in this Agreement creates an employment, agency, or partnership relationship. All rights granted are contractual and defined solely by this Agreement.

9. GENERAL TERMS

- **Entire Agreement:** This Agreement is the entire understanding between the parties and overrides any prior agreements.
- **Amendments:** No changes are valid unless agreed in writing (including by email).
- **Jurisdiction:** This Agreement is governed by the laws of the State of Florida. Any claims must be filed in courts located in Miami-Dade County, Florida.
- **Attorneys' Fees:** If any legal action arises under this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs.
- **Severability:** If any part of this Agreement is found invalid, the remainder remains in effect.

10. ACCEPTANCE

By placing an order, paying an invoice, downloading images, or agreeing by email, the Client acknowledges and agrees to these terms.

For more information, visit: www.pandoramics.com/licensing