

Licensing of Media

Parties / Terminology:

REWS Media, the company photographing, editing, and delivering all media will be referred to in these licensing terms as **[THE COMPANY]**.

Any real estate agent, broker, homeowner, tenant who is directly involved in the original contract (including arranging and/or paying for any media) will be referred to as **[THE CLIENT]**.

Anyone who is NOT involved in the original contract (including non-agents, non-brokers, as well as agents who list any property AFTER these photos were originally licensed) will be referred to as a **[3RD PARTY]**.

Any deliverable materials (photos, video, websites, floor plans) that came from [THE COMPANY] and were given to [THE CLIENT] will be referred to as **[MEDIA]**.

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How our Real Estate Licensing Works:

When legally receiving any type media of (photos, video, websites, floor plans, etc.) from [THE COMPANY], included - at no additional price, unless written into the contract and signed by both [THE COMPANY] and [THE CLIENT] - is a non-exclusive, limited, 1-year license to use the [MEDIA].

The limited license allows [THE CLIENT] to use the [MEDIA] solely for the purpose of marketing and listing the property for sale.

Under no circumstance, is the [MEDIA] to be used for any other purpose other than for the marketing and listing of the property for sale, even if used by [THE CLIENT] and/or within the licensing term limit.

Any individual, including [THE CLIENT], who wishes to use the [MEDIA] for any other purpose other than for the marketing and listing of the property for sale, they must contact [THE COMPANY], and additional licensing can be issued, accompanied by a written contract that is signed by both [THE COMPANY] and the party purchasing the new license, now also known as [THE CLIENT].

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Ownership of Media:

[THE COMPANY] reserves the right to retain full legal ownership of any [MEDIA] given to [THE CLIENT], now and for the end of time, unless otherwise agreed upon in writing and signed by both [THE COMPANY] and [THE CLIENT].

[THE CLIENT] is given the right to use the [MEDIA] as described in these licensing terms for the term limit stated; however no legal ownership will be given to [THE CLIENT]. Simply put, [THE CLIENT] is given the right to legally use (for a specific purpose and for a specific period of time) the [MEDIA], and [THE CLIENT] is NOT entitled to any additional rights regarding the [MEDIA].

Quoted pricing, which is agreed upon by both [THE COMPANY] and [THE CLIENT] includes compensation for the following:

- (1) the time and effort required to photograph the property;*
- (2) the time and effort required to edit the [MEDIA];*
- (3) delivery and formatting of all [MEDIA], so as to be seen as the "final and finished product"; and*
- (3) the standard real estate Limited Licensing as stated in the terms above.*

[3RD PARTY] Usage:

The Limited License issued to [THECLIENT] is, as described above, specific in regards to:

- (1) who may legally use the [MEDIA];*
- (2) how the [MEDIA] can be legally used; and*
- (3) the term limit in which the [MEDIA] can be legally used.*

It is, therefore, forbidden and illegal, for any [3RD PARTY] to use these materials.

It is important that [THE CLIENT] understand this and refrain from offering, sending, or giving any [3RD PARTY] access to use the photos for any purpose other than for the marketing and listing of the property for sale.

If a [3RD PARTY] inquires about use of the [MEDIA], it is the responsibility of [THE CLIENT] to have them contact [THE COMPANY] for details regarding the licensing of [MEDIA] for their specific purpose(s).