

## Flawless Studio – Real Estate Media Licensing Agreement

Flawless, Ltd. | Colorado Springs, CO | [flawlessviz.com](http://flawlessviz.com)

License agreement between “Flawless Studio” and clients submitting orders through [Flawlessviz.com](http://Flawlessviz.com) for *Real Estate Media Services* (the “Client”), including Client’s parent companies, affiliates, and subsidiaries.

**Scope:** This Agreement applies to any photography, video, graphics, digital assets, or digital images (collectively known as “Media”) created or taken by Flawless Studio, and delivered to the Client for the property included with the order for real estate media services.

**Rights:** All Media and rights relating to Media remain the exclusive property of Flawless Studio. This license provides the Client with limited rights to reproduce, publicly display, and distribute the Media for promotional or advertising purposes related to the sale of the Property.

- Rights are assigned to the Client immediately upon delivery of the Media.
- Any grant of rights is limited to a term of either (1) the termination of Client’s representation of the Property – and – an additional 36 months following the termination of the Client’s representation of the property, OR (2) 42 months following the date on which the order was placed, whichever occurs first.
  - Further use of images requires permission from Flawless Studio and may include additional fees.
- Media used for purposes not related to the sale of the Property must be with the express permission of Flawless Studio, which may include payment of additional fees, unless otherwise agreed to in writing.
- Client is responsible for any removal of Media from MLS databases at the expiration of this Agreement.
- Media may be uploaded to any MLS listing service for promotion of the Property. However, regardless of any terms and conditions of the MLS, at no time does this Agreement provide Client with the right to transfer copyright, or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106.
- Removing and/or altering embedded copyright information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA).

**Relationship:** Client agrees that Flawless Studio is an independent contractor, and that neither Flawless Studio nor its employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Media or any other deliverables prepared by Flawless Studio shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

**Creation:** The manner and method of creating any Media is solely at the discretion of Flawless Studio. and the Client has no right to control Flawless Studio’s manner and method of performance under this Agreement. Flawless Studio personnel will use their best efforts to: (a) ensure that the Media conforms to Client’s specifications; and (b) submits all Media to Client in publishable quality, on or before the applicable deadlines.

**Delivery:** It is the Client’s responsibility to verify that the delivered Media is suitable for reproduction and that if the Media is not deemed suitable, to notify the Flawless Studio within five (5) business days. Flawless Studio’s obligation will be to replace the Media at a suitable resolution and format but in no event will Flawless Studio be liable for poor reproduction quality, delays, or consequential damages.

**Fees:** All fees and expenses payable under this agreement are required at the time of delivery of the Media and payable irrespective of whether Client makes actual use of the Media. If full payment has not been received within thirty (30) days of Media delivery all rights are revoked at the discretion of Flawless Studio.

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### **Cancellation:**

- If Client cancellation of this Agreement occurs prior to 24 hours of the scheduled Property shoot, no cancellation fee will be charged.
- If Client cancellation of the Agreement occurs later than 24 hours of the scheduled Property shoot – and – prior to the Property shoot taking place, Client will pay any expenses incurred and a cancellation fee equal to 25% of the order.
- If Client cancellation of this Agreement occurs after the Property shoot, and/or after Media delivery has been made available to Client by Flawless Studio, Client will be responsible for 100% of the cost of the initial order.

**No Exclusivity:** This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Flawless Studio, and Flawless Studio is entitled to offer and provide Media services to others, solicit other clients and otherwise advertise the services offered by Flawless Studio.

**Assignment:** Client may not assign or transfer this agreement, or any rights granted under it. No amendment or waiver of any terms is binding unless in writing.

**Authority:** By submitting an order for a Property shoot with Flawless Studio, Client acknowledges that he/she has the legal authority to arrange media services and to grant representatives of Flawless Studio access to the Property. Client will ensure that the Property is safe for Flawless Studio representatives and is free of hazards.