

PHOTO & VIDEO LICENSING (LICENSE) AGREEMENT

This Photo/ Video License Agreement is made effective as of the **date of execution of the agreement** solely by and between **Bear Karry Productions, LLC, a Florida limited liability company,** (“Photographer”) and the **individual on the listing agreement for which the photo and or video shoot is being performed,** (“Client”). The parties agree as follows:

1. License. Photographer hereby grants to Client an exclusive, limited license to use the following **photographic work product created at the client’s listed property,** (“the Photos and or Videos”).

Client is authorized to use the Photos and or Videos solely for real estate listing and business purposes. This includes the reserved use of them on personal and business websites and social media marketing platforms and for advertising and marketing purposes on print publications and electronic real estate platforms (MLS, Zillow, Realtor.com, etc) as long as the listing contract is active.

If the listing is terminated between the client and the homeseller or upon closing of the listing, then the photo/video license automatically expires. If the contract on the listed property is transferred to another real estate agent new photos must be taken since the licensing rights were with our client and thus expired.

2. Ownership of Photos and Videos. Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Photos and Videos and any copies of the Photos and Videos. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

3. Fee. Client shall pay a fee for the Photos and Videos agreed upon by both parties in consideration for the rights and licenses granted herein as reflected in client’s selection of the particular photographic/ video package.

Payment for the Photos and Videos shall be made upon booking of photo shoot. If any payment is not made within **30** days after the due date, photographer may charge an interest of **18%** per annum. In the event of any default here under, then the enforcement there of, through collection at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, the client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney’s fees.

4. Restrictions on Use. Client will not use the Photos and Videos for any of the following purposes:

(A). No Unlawful Use. Client will not use the Photos and Videos in any unlawful manner, such as pornography or defamation.

(B). No Standalone File Use. Client will not use the Photos and Videos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.

(C). Use in Trademark or Logo. Client will not use the Photos and Videos in any trademark, design, logo or other mark.

(D). No Products for Resale. Client will not use the Photos and Videos in any goods or products where the Photos are the primary value.

(E). No Alterations. Client will not alter the Photos and Videos other than by addition of text.

(F). No Sublicenses. Client will not sublicense the Photos and Videos to any third parties.

5. Photo Notice and Markings. Client must include a credit to Bear Karry Productions, LLC, with all postings and sharings of the photos and or videos, other then where it is legally not allowed.

6. Indemnification. Client will indemnify, defend, and hold harmless Photographer from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result, of the improper use/ or illegal use, and/or unauthorized use here under of the photos and or videos by the client, except in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Photographer.

8. Assignment. This Agreement may not be assigned by Client. Photographer may assign this Agreement, in whole or in part, to any affiliate or successor.

9. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

10. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

11. Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

12. Governing Law and venue. The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida, without reference to rules governing choice of laws. The venue of any actions will be solely in Pinellas County, Florida.

13. Execution: By selecting the "Do you agree to our "Terms & Conditions / Privacy Policy?" check box online, the client has read, understands, and agrees to the terms and agreement of this contract.

WHEREOF, both Parties, the Client, and the Photographer, have entered into this Agreement as of the Effective Date of the client selecting the terms and agreement and paying for the photographic/ video package.