

Real Estate Image Licence

All images produced by Real Estate Photography are copyrights of Real Estate Photography and are protected by the Canadian Copyright Act.

Licences issued are contingent upon payment. Non-payment, refusal of payment or reversal of payment will constitute an immediate violation of our copyright as outlined in the Canadian Copyright Act, which prescribes a minimum statutory fine of \$500 and a maximum statutory fine of \$20,000 per violation.

This licence entitles the Licensee to use the images as outlined within this contract. This licences does not transfer ownership of any images in any way.

Terms & Conditions

1. Image Rights & Ownership

- I. Real Estate Photography retains first rights and full ownership of any and all images that we produce, whether we are contracted or otherwise. There is no other person, organization, business, or entity that can make claim to any rights of ownership to images we produce.
- II. The images produced for the purposes of selling a home or property on the MLS system or other systems will be subject to the terms and conditions of this licence unless otherwise noted on the invoice or email.

2. Definition of Image Use

Image Use is defined as follows:

- I. If the images have been received by the licensee, by email or any other method, the images will be considered used, unless the licensee makes contact with the licensor within 24hrs of receipt and the images are only viewed on the personal and private computer of the licensee, by the licensee, and have not been viewed on any other device or distributed to any third party including but not limited to the licensees' clients, vendors, or colleagues.
- II. Real Estate Photography will not issue refunds for used images.
- III. Real Estate Photography will not issue refunds for images produced unless the licensee can demonstrate and show proof that can satisfy Real Estate Photography that the images were never viewable and that Real Estate Photography is responsible for the images not being viewable.
- IV. In the even such proof can be demonstrated, Real Estate Photography reserves the right to correct the issue before issuing any refund.

- V. Posting the images on the internal MLS system used by the realtor constitutes use. The images do not have to be available to the general public to constitute use.
- VI. Posting the images to any online source including but not limited to; Facebook, twitter, etc. constitutes image use.
- VII. Any print materials produced for the licensee with images produced by Real Estate Photography constitutes use.

3. Purpose of Image Use

- I. This Licence authorizes the licensee to use the images produced for the purpose of selling the home or property that is depicted in the images. The licensee may use the images online, in newspaper advertisements, TV, print marketing, etc., while the property or home is listed for sale.

4. Licence Term

- I. The term of the licence is relative to the listing agent and the property listed for sale.
- II. The Licence will expire once the property is no longer listed for sale by the licensee.
- III. The licence cannot be extended or transferred to any third party.

5. Unauthorized Use

- I. Licensees are not permitted to sell or distribute any of the images produced, through email or hard copy, to their third party clients, stagers, contractors or any other third party for any reason, without written consent. Real Estate Photography does not authorize use of any materials we produce (i.e. Feature Sheet PDF's, photographs, etc.) for listing presentations or any other soliciting of new business without written consent.
- II. Printing of the images is not permitted after the property has been sold or the property is no longer listed by the licensee.
- III. The images must be removed from any and all online sources once the property is no longer listed for sale.

6. Payment

- I. Payment is a requirement of this licence. The licensee does not have permission to use the images for any purpose without payment.
- II. In most cases the images are issued to the licensee before the licensee is invoiced and before payment is processed, and any use of these images preceded by a non-payment action is a retroactive violation of this licence and the Canadian Copyright Act.
- III. Any Payment that is not received within 20 business days of receipt of the invoice for the licenced property, will be considered a non-payment action and is a retroactive violation of this licence and the Canadian Copyright Act.

- IV. Reversal of payment at any time is considered a non-payment action and is a retroactive violation of this licence and the Canadian Copyright Act.
- V. Receiving the images after 11pm on the day of the photo session does not relieve the licensee from the requirement of payment.
- VI. The licensee releases Real Estate Photography from any damages, liability, and claims of payment relief, if the images are used as described in section 2 of this licence.

7. Image Delivery

- I. Images may be delivered via email with a Dropbox or We Transfer link, uploaded directly to a Dropbox or Google Drive shared folder or attached to the email, unless otherwise stated in writing.
- II. Verification of image delivery is the responsibility of the licensee.
- III. If the images are not received by 11pm on the day of the photo session, it is the sole responsibility of the licensee to notify Real Estate photography to arrange a delivery method.
- IV. We will attempt to send images via email attachments as a first method of delivery unless a prior precedent has been set. In most cases, but not always, we will receive a notice from our email server if the email did not get to its intended recipient.
- V. If we do receive such a notice that the email did not get delivered, we will upload the images to Dropbox or We Transfer and send a download link.
- VI. Sending images via email does not guarantee that the licensee will receive the images because email service providers can block emails based on file size and perceived threats, so it is the sole responsibility of the licensee to notify Real Estate Photography if they have not received the images by 11pm on the day of the photo session.