



Realtor Photo License

Grant of Limited Image Use License.

Photographer hereby grants to Client a revocable limited license to use the photographs created as a result of the Services (the "Limited License"). Photographer grants this Limited License subject to the following:

Each photograph produced as a result of the Services (collectively, the "Photographs") shall be used by Client only for (i) the marketing, selling and/or leasing of the real property actually reflected in the Photographs (the "Property") and (ii) the marketing of the Client as an apartment management company.

Neither this Limited License nor any of the Photographs produced hereunder may be sold, exchanged or otherwise transferred to any third party without the written consent of Photographer. The parties hereto agree that any sale, exchange or other transfer in violation of this section shall be null and void and that such act shall be a material breach of this Agreement and the Limited License. Notwithstanding the foregoing, the parties acknowledge and agree that Client may be required to distribute the Photographs to certain third parties to facilitate Client's marketing or lease of the real property on behalf of third parties. That being the case, while Client is under contract to lease or market the lease of the Property, Client is hereby authorized under this Limited License to distribute the Photographs as necessary to facilitate marketing or lease of real property so long as Client provides written notification to any such third party(ies) that photo credit is required. It is understood that Client's compliance with this Section 2(b) shall release Client of any and all liability for any third party's(ies') failure to properly provide photo credit/attribution to Photographer. However, Client's violation of this Section 2(b) shall be grounds for immediate termination of the Limited License granted under this Agreement.

This Limited License shall be revocable only upon Client's breach of the terms and provisions of this Agreement. In the event the term of this Agreement, inclusive of any renewals thereof, shall expire, the Limited License granted related to the Photographs produced to that point by Photographer shall remain in full force and effect until and unless Client breaches any of the terms and provisions of this Agreement (which shall survive any termination thereof).

All copyrights and other intellectual property interests in the Photographs, as well as the original Images, whether negative or digital, remain the sole property of Photographer. In the event that an original digital image or negative is provided to Client, Photographer shall retain ownership of the copyright. Nothing within this agreement shall be construed as a waiver of Photographer's copyright interest in the Photographs. To the extent the Photographs contain any subject matter which is subject to the copyright interests of a third party, Client hereby assumes all liability for any form of copyright infringement which may stem from or be related to Client's impermissible use of the Images.

By downloading the photos you agree to the terms and conditions above.

Cory Phillips
The Home Aesthetic
Cory@TheHomeAesthetic.com
317-260-6564