

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by and between Greater Baton Rouge Association of REALTORS®, Inc. ("Association"); and _____ ("Photographer").

Association wishes to engage Photographer as a vendor in Association's Prequalified Photographer Program to photograph, visually record or otherwise create photographs, graphics, video recordings, virtual tours, 3D tours, drawings, or other images (collectively, "Images") of certain real estate property as agreed to in writing between one or more members of Association and Photographer from time to time.

Photographer wishes to serve as a vendor in Association's Preapproved Photographer Program so as to appear on an Association-promoted list of vendors who photograph, visually record or otherwise create Images of the certain real estate properties, under the terms set forth in a separate vendor's agreement with a member of the Association, further subject to the terms set forth herein.

The parties therefore agree as follows:

1. In consideration of the license granted herein, Association agrees to include Photographer in Association's Prequalified Photographer Program. Photographer acknowledges that any and all payments for services rendered to any of the members of Association in connection with this Agreement must be agreed to in a separate writing between Photographer and one or more respective members of Association and that any such payments are the sole responsibility of the respective members of Association. Photographer acknowledges that Association has no responsibility for and does not assume any of the obligations or duties for any services rendered to any members of Association in connection with this Agreement, including without limitation payment for any services rendered by Photographer in connection with this Agreement.
2. Photographer hereby grants to Association and the respective one or more members of Association a non-exclusive, perpetual, irrevocable, freely transferable and freely sublicensable, worldwide, fully paid-up and royalty free license to use, publish, display, transmit, distribute, reproduce, and create derivative works based on the Images through all media now known or hereinafter developed for any purpose including without limitation such uses of the Images in connection with advertising real estate property, to modify any metadata as necessary, and to authorize and sublicense such rights. This license survives the termination of this Agreement.
3. Association and its respective members acknowledge that Photographer retains title and ownership of the Images, subject to the license granted in **Section 2** of this Agreement.

4. Photographer hereby represents and warrants that it owns all right, title and interest in and to the Images, no third party has any rights in, to, or arising out of the Images, and Photographer has full right and power to enter into this Agreement and grant the license stated in **Section 2**. Photographer hereby represents and warrants that each Image: (i) is Photographer's sole and original creation; (ii) has not been, and prior to publication of it by Association and any of its members will not be, published or otherwise made publicly available, in whole or in part; (iii) does not, and use of it will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy. Photographer agrees that Association and its members are under no obligation to credit Photographer or any other third party as the author or owner of the Images. These obligations shall survive termination of this Agreement.
5. Photographer shall indemnify, defend, and hold harmless Association and Association's respective officers, members, directors, employees, agents, affiliates, successors, and assigns from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Photographer of its representations, warranties, or other obligations under this Agreement, including without limitation those stated **Section 4** of this Agreement. These obligations shall survive termination of this Agreement.
6. Photographer understands and agrees that it is an independent contractor and nothing in this Agreement shall be construed to create agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between Photographer and Association and its members.
7. Either party hereto may terminate this Agreement for any reason upon ten (10) days written notice to the other party; however, the provisions of paragraph 2, 4 and 5 shall survive the termination of the Agreement.
8. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule.
9. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the city of Baton Rouge and Parish of East Baton Rouge in the State of Louisiana in any legal suit, action, or proceeding arising out of or related to this Agreement or any Images.
10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter
11. This Agreement may not be amended except in writing signed by the respective parties.

12. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
13. If any part of this Agreement is invalid, illegal, or unenforceable in any jurisdiction it shall not affect any other part of this Agreement or invalidate or render unenforceable such part in any other jurisdiction.
14. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Each party is signing this agreement to be effective as of the Effective Date.

[INSERT PHOTOGRAPHER NAME]

GREATER BATON ROUGE ASSOCIATION OF
REALTORS®, INC.

Signature: _____

—

Signature: _____

—

Name: _____

—

Name: _____

Title: _____

—

Title: _____

Date: _____

—

Date: _____

Address: _____

—

Address: _____

—

Email: _____

Email: _____

—