



**VERTIGOPHOTOGRAPHYFL.COM**

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Dear Customer,

Your photos are finished and delivered!

Below is a copy of your *Non-Exclusive License Agreement*, which also can be found on my website [here](#).

This agreement, which is standard in the real estate photography industry, gives you permission to use **Vertigo Photography's** copyrighted images for your specific purpose of marketing yourself or your listing. The following details the terms of this license.

## In Simple Terms

Vertigo Photography is the sole owner and copyright holder of any and all photos, video, or digital content that is created or has been commissioned to create. Vertigo Photography is giving you permission in the form of this license to use this content for your specific purposes.

### What You Can Do:

- Use content by means of uploading to MLS and any other third-party websites or social media such as realtor.com, zillow.com, redfin.com, Facebook, Instagram, Tik Tok, etc.
- Use content in brochures, ads, flyers, billboards, newspapers, magazines, etc.
- Use content in any reasonable way to market yourself or your listing

### What You Can't Do:

- Resell or give permission to use content to any third-party; this includes but isn't limited to: other real estate agents or companies inside or outside of your brokerage, companies such as builders, architects, interior designers, interior stagers, etc.
- Resell or give permission to homeowner's to use content if they chose in the future to sell the home themselves (FSBO) or want photos to use for a rental or an AirBnb listing.

***In other words, any third-party who wants to use content for their purposes must be directed to Vertigo Photography. As the sole copyright holder, only Vertigo Photography can license (or give permission to use) its content. Use of content by any individual without a license is legally considered Copyright Infringement.***

# In Legal Terms

This Non-Exclusive License Agreement (“License”) is made and entered into between TRISTAN TULLY/VERTIGO PHOTOGRAPHY (“Photographer”) and the signer of License (“Brokerage”). Brokerage has engaged Photographer to capture, photograph, record, edit, and digitally manipulate still photography and/or video (collectively, “Images”). The parties hereby agree, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. License Grant.

a. Photographer hereby grants to Brokerage a non-exclusive, non-transferrable, worldwide royalty-free license in perpetuity to reproduce, distribute, display, and publicly perform the Images in connection with the marketing within the real estate industry.

b. License and/or Images may not be transferred or sold to any third-party and any unlicensed or breach of license usage of Images will be considered Copyright Infringement. To that extent, any requests from third-party’s to use Images must be forwarded to Photographer.

c. This non-exclusive license grant shall include the right to sue for copyright infringement, including without limitation past infringement. To that end, Photographer agrees to assist Brokerage in preparing and filing any copyright applications that cover the Images, including providing any information necessary to prepare such applications.

2. Brokerage acknowledges that Photographer retains copyright title and ownership of the Images.

3. 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 set forth in Section 1.

4. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Florida. The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior agreements. This Agreement may not be amended except in writing signed by the respective parties. 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.