

Image Licensing Agreement

This Image Licensing Agreement ("Agreement") governs the use of all photographs, video, aerial footage, and other visual media ("Images") created by Haus of Luxur ("Photographer," "we," "us") for the client identified at booking ("Client," "you"). By booking a shoot, paying an invoice, or using any delivered Images, you agree to these terms.

1. Ownership & Copyright

The Photographer is the sole author and copyright owner of all Images under the U.S. Copyright Act, and retains full copyright and ownership at all times. Nothing in this Agreement transfers copyright to the Client. The Client receives a license to use the Images as described below - not ownership of them.

2. License Granted

Upon payment in full, the Photographer grants the Client a limited, non-exclusive, non-transferable, revocable license to use the Images solely to market the single property for which they were created ("the Property").

This license permits the Client to use the Images for:

- The Multiple Listing Service (MLS) listing for the Property
- The Client's own website, social media, and email marketing for the Property
- Print and digital marketing materials (flyers, brochures, postcards) for the Property
- Third-party real estate portals (e.g., Zillow, Realtor.com, Redfin) for the Property

3. Restrictions

The Client may NOT:

- Sell, sublicense, assign, or transfer the Images to any third party, including a subsequent listing agent, the property owner, a builder, a stager, or another brokerage
- Use the Images to market any property other than the Property
- Use the Images for commercial advertising unrelated to the listing, stock libraries, or resale
- Edit, alter, add filters to, or remove watermarks or credits from the Images in a way that misrepresents the work
- Continue using the Images after the license term ends (see Section 4)

If a different agent or owner wishes to use the Images for a future listing of the Property, a new license must be purchased from the Photographer.

4. License Term

This license is valid for the duration of the Client's active listing of the Property, not to exceed twelve (12) months from the delivery date. Upon sale, expiration, withdrawal, or transfer of the listing - whichever comes first - the license ends, and the Client must stop using the Images and remove them from all active marketing.

5. Payment Condition

No license is granted, and no Images may be used, until the Photographer has received payment in full. Delivered preview or watermarked Images remain unlicensed until paid.

6. Portfolio & Promotional Rights

The Photographer retains the right to use the Images in its own portfolio, website, social media, advertising, awards, and promotional materials, with no compensation owed to the Client. If a property is sensitive (e.g., a high-profile or security-conscious owner), the Client may request in writing, before the shoot, that the Photographer withhold the Images from public promotion.

7. Credit

While not required, the Client agrees to make reasonable efforts to credit "Haus of Luxur" where photo credit is customary.

8. Liability

The Images are licensed "as is." The Photographer's total liability under this Agreement is limited to the amount paid by the Client for the shoot.

9. Governing Law

This Agreement is governed by the laws of the State of Texas. Any dispute will be handled in the courts located in Harris County, Texas.

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This document is a template for Haus of Luxur's business use and is not legal advice. We recommend review by a licensed Texas attorney before relying on it.