

IMAGE LICENSE AGREEMENT

This agreement is made effective _____, 20__, by and between _____, a real estate brokerage (hereafter "Licensor") and _____, a real estate brokerage (hereafter "Licensee") with regard to the right to use the images described herein.

1. RECITALS: Licensor has in its possession certain images relating to property located at Address: _____, City: _____, State: __ (MLSNO _____), (the "property"). Licensor represents that Licensor is either the owner of the images or has the right to license the use of the images. Licensee represents that Licensee has a valid and enforceable listing agreement relating to the property and seeks to obtain the permission of Licensor for the use of the images for submission to the Multiple Listing Service as part of the listing Licensee has with the property.

2. GRANT OF LICENSE: Licensor hereby grants to Licensee the right to use the images of the property for the sole and exclusive purpose of using said images for inclusion in the MLS listing information and publication through the MLS. Said images shall be not be used for any other purpose without the express written consent of Licensor.

3. TERM: The term of this license shall be for the earlier of the termination of the listing Licensee has on the property or one year. Following the expiration of the term of this license agreement, Licensee shall have no further rights to the images unless the parties enter into a written agreement establishing new or continuing rights.

4. COMPENSATION: Licensee agrees to pay to Licensor the sum of _____ for the grant of the license herein.

5. USE: The use of the images subject to the license agreement is limited to publication in the MLS and MLS related publications. The images shall not be used for any other purpose without the express written consent of Licensor.

6. RELIANCE: The parties agree that CRISNet MLS can rely on a signed copy of this agreement as Licensee's authority and right to use the images in submissions to the MLS database. The parties also agree that any images submitted to the MLS and incorporated into the listing data shall become, in addition to the property of the Licensor, part of the copyrighted data aggregation of CRISNet MLS, and the parties agree that any images so incorporated shall become the proprietary property of CRISNet MLS. CRISNet MLS shall be a third party beneficiary of this agreement.

7. COMPLETE AGREEMENT: This agreement constitutes the complete and unequivocal agreement of the parties. There are no other agreements, either oral or written concerning the subject matter of this agreement. This agreement can only be amended or modified by another agreement executed by all of the parties.

8. ASSIGNMENT AND INUREMENT: This agreement shall not be assignable, however, this agreement shall inure to the benefit and detriment of the assignees and successors of the parties.

9. ATTORNEYS' FEES: In the event it becomes necessary to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to all costs of litigation, including, but not limited to reasonable attorneys' fees and court costs.

In witness whereof the parties execute this agreement effective the date set forth herein above.

Licensor

signed

by _____
print name – Broker of Record

Licensee

signed

by _____
print name – Broker of Record