



Copyright and Licensing Policy

This document is part of our [Terms of Service](#).

Copyright. ShowSpaces Photography LLC retains copyright of all images. In rare and extraordinary cases, copyright to imagery may be purchased for a steep negotiated fee and signed over to the other party in writing. In most, if not all cases, the Client is granted specific use parameters through licensing.

Photo Licensing. As standard, for all media delivered, the invoiced client is granted licensing, not ownership, upon payment bound by the terms of the license. The specific terms of the license granted are on the invoice. For clients using our delivery platform, the licensing is required to be accepted before downloading photos and is logged in the system.

Licensing Types. Licensing types are listed in the order of increasing order of cost below

1. Rights managed licensing - can define how, where, when and/or the period of time an image may be used. With this license, the customer only pays for what they're using the image for. This reduces the cost to the client. Awareness of licensing parameters is essential to avoid additional licensing fees.
2. Royalty Free Licensing - allows the licensee to use the image in multiple ways with few parameters for a flat, one time fee
 - A. Online only
 - B. Online and Print

Rights Managed licensing is offered to Real Estate Agents and Buyers/Sellers of a Property, each with their own parameters. Royalty Free licensing in its desired format (Online OR Online and Print) is offered to Builders, Owners of Long Term and Short Term Rentals, Developers, Manufacturers, Stagers and Designers. Should a custom type of License be desired, please contact ShowSpaces Photography to discuss needs and the fees for such licensing.

Licensing Fees. Licensing type, expected reach (be it local, regional or national), type of uses, and the audience factors into licensing fees. Use outside of licensing parameters may incur additional fees or possible legal action.

Licensee. Note that licensing is granted to an individual or company. The license is not transferable, meaning rights cannot be resold or sublicensed by anyone other than the photographer. Any commercial use of the images by a third party is strictly prohibited unless approved in writing by ShowSpaces Photography LLC.

Non-Exclusive. Unless exclusive use is expressly purchased, media may be licensed by ShowSpaces Photography to more than one entity at the same time.

Relicensing for Real Estate Listings. Should licensing be requested by another listing agent on a property we already shot, we will request written permission from the original hiring agent before considering relicensing the media. Should permission be granted, the photographer will determine and collect a licensing fee from the new agent.



Distribution. Client agrees to distribute the imagery as allowed by their licensing through Online Usage and Physical Usage in a commercially reasonable manner and in such manner that will not harm the professional reputation of the Photographer. Further, the Client agrees not to utilize the photograph(s) in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer. The client may not use the content in any manner with the purpose of allowing others to download, redistribute or extract content as a standalone file outside of their licensing parameters.

Online usage (“Online Usage”) includes distribution of the photographs for use on Client’s website, email marketing, broadcast program and related social media business platforms (e.g. Facebook, Twitter, Instagram). The Client may upload photographs to Online platforms that are allowed by their license. Regardless of any conditions of the platform, at no time does this Agreement grant Client the right to transfer copyright, or any other exclusive rights as provided by 17 U.S.C. § 106. Photographs may contain copyright management information (CMI) at the discretion of the Photographer in the form of either 1) a copyright notice ©, and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA).

Physical usage (“Physical Usage”) includes physical reproductions of the photographs for use in physical marketing activities (e.g. brochures, business cards, wall displays, and billboards). The client may not use the imagery in merchandise or products for resale or enter it into contests. For Inclusion of imagery in print publications refer to licensing parameters regarding credit requirements.

Representation. Clients may not falsely represent to be the original creator of our imagery. They may not buy or sell use of the imagery to another party. All such requests must go through ShowSpaces Photography, the copyright owner. The client may modify the images in commercially reasonable manners to facilitate distribution of the photographic materials as identified in this Agreement. Modifications are limited to resizing, cropping and resolution adjustment to fit the distribution platform requirements. The Client may not add their watermark to the imagery.

CoMarketing. On occasion, use of a Royalty Free licensed party’s imagery may be used in conjunction with another party for the purpose of marketing the Client and another entity (“CoMarketing”). In such cases, the original Client must be specifically named, credited and engaged in a specific local mutual business venture in conjunction with the use of the imagery in their promotion. If not, then the entity using the imagery is subject to a licensing fee or possible legal action. The licensed Client must be aware of use by the other entity, notify them of this requirement and inform ShowSpaces photography of the CoMarketing use. We prefer to make contact with cooperating entities to communicate such parameters and offer a quote of the licensing of the imagery to be used independent of Client credit.

Social Media Use. As stated in Listing Agent and Personal Use Licenses, written credit must be given to ShowSpaces Photography when using imagery on social media while not advertising the listing. For Royalty free licenses, the licensed party may upload their licensed photos to their profile on social platforms and tag applicable entities involved in a project. Imagery may not be uploaded to another entity’s social platforms unless two criteria are met: (1) the licensed client is named and (2) both entities are engaged in a specific local mutual business venture. For example, advertising a development in which the builder has a vested



interest in gaining sales or with a listing agent actively marketing a build for sale. Manufacturers, Subcontractors, Designers and Stagers are not considered to be engaged in a specific local mutual business venture. Sharing of the licensed client's imagery without download is allowed but only when the licensed client is specifically named and tagged. Casual use by another entity by way of downloading, then posting with a tag of the licensed client or the photographer does not constitute CoMarketing or permitted use. All licenses do not allow for transfer of rights to another entity including on social media. All such requests must go through ShowSpaces Photography.

Infringement. Client will promptly call to the attention of Photographer the use of the photographs by any third-party which Client considers to be an infringement. Photographer and Client shall consult one another as to whether proceedings shall be brought against such third parties. In the event the Photographer decides that action should be taken against such third parties, Photographer may take such action in their own name or, alternatively, Photographer may authorize Client to initiate such action in Photographer's name. Licensee and Licensor agree to cooperate fully with one another to whatever extent it is necessary to prosecute such action, all expenses being borne by Photographer and all damages that may be recovered being solely for the account of Photographer.

Seller or Buyer Personal Use. Once the property is sold, the sellers of a resale property or the buyers of a new construction property may receive imagery files from the photographer free of charge with the limitation of personal use only. We prefer to make contact with the buyer or seller to send the image files and release. Kindly send their name and email so we can send the image files with the personal use release. The license wording parameters are below.

See links below for standard types of licensing we offer.

[Listing Agent MLS License: Single Use](#)

[Listing Agent MLS License: Multiple Use](#)

[Personal Use](#)

[Local Custom Builder New Construction License](#)

[Long Term Rental for Owner or Agency](#)

[Short Term Rental for Owner or Agency](#)

[Manufacturer License: Online or Online and Print](#)

Designer, Small Business, and Regional or National Builder Licenses tend to be more custom.