



Seller Photograph Assignment Agreement

This Assignment Agreement (“Agreement”) is made and entered into as of _____ by and
(Date)
between _____ (“Seller”) and _____ (“Brokerage”).

Seller has listed property located at _____ (Address)
(the “Property”) for sale with Brokerage. Brokerage requires Seller to create and provide Broker with one or more photographs of the Property (the “Images”) to enable effective marketing of the Property and to allow Broker to submit the Property Listing to SmartMLS. The parties hereby agree, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. Seller hereby irrevocably assigns and transfers to Broker all of Seller’s worldwide right, title and interest, including without limitation all copyrights, whether now existing or hereafter acquired, in and to all Images. Seller agrees to cooperate and take all action reasonably requested by Broker, including executing and delivering to Broker all documents, or providing information pertaining to the Images, in connection with the assignment of Seller’s rights to Broker under this Agreement. Specifically, but without limitation, Seller agrees to assist in filing copyright applications in the United States or elsewhere if necessary.
2. Seller represents and warrants to Broker that he/she/they own(s) all right, title and interest in and to the Images, including copyright; is capable of assigning said rights in the Images as set forth in this Agreement; and has full right and power to enter into this Agreement.
3. Seller understands and agrees that Broker will use the Images to market the Property for sale and or lease, including display of the Images on the SmartMLS database, on other internet sites and real estate platforms showing real properties for sale/lease. The Images can also be used for related purposes including historical records, valuation and software used by Broker.
4. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Connecticut. 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.

Authorization

Seller Name: _____

Seller Signature: _____ Date: _____

Agent Name: _____

Agent Signature: _____ Date: _____