



*Preferred Photographer*  
**PROGRAM**



# WHY The Preferred Photographer Program?

## It's Safe

All photographers on the list have passed our application process and been properly vetted.

## Save Time

The photographers have the ability to upload photos directly to listings on behalf of brokers .

## Limit Hassle

Many photographers offer a variety of services including Drone/ aerial footage, virtual tours and photography services, making marketing the property easier.

## Own the Copyright

Photographers agree to a non-exclusive worldwide royalty free unlimited license. That's a long way of saying in most circumstances, the broker can use the photos free of copyright infringement, forever.

## Easy as 1,2,3

### Select a Location

Determine the area of the listing that requires photography services.

**TIP:**  
Many photographers serve multiple areas, consider searching for one that serves many of the areas you list properties.

### Review List

Review the list of photographers that serve that location and the photography needs.

**TIP:**  
Look for the icons that represent services like:



Digital Enhancements



Aerial/Drone Footage



Virtual Tours



Professional Photography

### Choose Photographer

Select a Preferred Photographer with confidence and ease.

**TIP:**  
For more information contact us.



[MiamiRealtors.com/MLS](https://www.miamirealtors.com/mls)



[Photographers@miamire.com](mailto:Photographers@miamire.com)



305-468-7067



#### APPLICATION

Photographers that would like to be part of our Preferred Photographer Program must complete & submit an application.



#### SIGN AGREEMENT

Photographers sign an agreement with MiamiMLS regarding licensing and Copyright rights.



#### TRAINING

Photographers complete a MiamiMLS provided training course for uploading photos directly to listing.



#### SEARCH/USE WITH CONFIDENCE

After the photographers have completed the steps above, they are added to the Preferred Photographer Program.

**Do you have a photographer that should be part of our Preferred Program? Share this program and have them submit an application for approval.**



# FAQs

## Preferred Photographer **PROGRAM**

### FOR BROKERS

**Q:** If I use a photographer from the Preferred Photographer Program (PPP), do I have the right to use the photographs in advertising with in the real estate industry?

**A:** YES. All members of the Preferred Photographer Program (PPP) sign an agreement giving the broker all rights necessary to transfer or license the copyrights/intellectual property of the images to MLS or anyone else to whom the broker may so transfer or license.

**Q:** Am I protected from copyright infringement if reproduced, displayed, printing, broadcasting, and licensing the images?

**A:** YES. The photographer grants to MLS and Broker a non-exclusive worldwide, royalty free, Unlimited perpetual license.

**Q:** Can the Preferred Photographer upload photos to listings on my behalf?

**A:** YES. All members of the Preferred Photographer Program (PPP) completed a training course for uploading photos to listings via MIAMI MLS. However you can choose to upload them yourself.

**Q:** Is the photographer allowed to make any changes to the listing other than upload photos?

**A:** NO. The photographers are assigned a user number for the sole purpose to upload photos to a specific listing in the MLS database.

**Q:** My photographer is not currently part of the Preferred Photographer Program, can they be added?

**A:** YES. Simply refer them to our website:

[www.MiamiRealtors.com/MLS](http://www.MiamiRealtors.com/MLS)

Look for the Preferred Photographer Program icon & submit an application.

### FOR PHOTOGRAPHERS

**Q:** How do I become a member of the Preferred Photographer Program?

**A:** Submit an application. We will review the application and if you and/or the studio are a good fit, you will be invited to join.

**Q:** What are the requirements beyond the application?

**A:** Once properly vetted, you will be asked to sign an agreement between Miami MLS and Photographer/Studio. Next, you will be required to take training course for uploading photos into the MLS database. Lastly, you will be added to the list once these items are completed.

**Q:** What are the benefits to becoming a Preferred Photographer.

**A:** You'll get connected. More than 50,000 real estate professionals will have access to our Preferred Photographer Program list. Building a professional relationship of loyalty and trust benefits both the Broker and the Photographer.

**Q:** What is the cost to join the Preferred Photographer Program?

**A:** \$49 application fee and first year \$25 \$25/year after first year



[MiamiRealtors.com/MLS](http://MiamiRealtors.com/MLS)



[Photographers@miamire.com](mailto:Photographers@miamire.com)



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## PHOTOGRAPHERS

- Complete Preferred Photographer Program Application and submit.
- Once approved, complete Photographer/MLS Agreement and submit.
- Submit logo, website, and point of contact information.
- Complete and submit Photographer/ Broker Agreements with any current clients.
- Complete 30 minute training on image upload to MIAMI MLS.
- Review Preferred Photographer Program list information.
- Start connecting with more than 50,000 real estate professionals.

## Contact Information



MiamiRealtors.com/MLS



Photographers@miamire.com



305-468-7067



## PHOTOGRAPHER / MLS AGREEMENT

This Photographer / MLS Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Photographer"); and MIAMI Association of REALTORS®, Inc., a Florida Not For Profit Corporation and its Florida Multiple Listing Service (collectively, "MLS"). Individually, Photographer or MLS may be referred to as a Party, or collectively referred to as the Parties, in this Agreement.

WHEREAS Photographer has, and in the future, will enter into agreements with various Real Estate Brokers ("Broker," "Brokers," or "Broker(s)") for Photographer to photograph, visually record, or otherwise create graphics or other images (collectively, "Images") of various properties; and,

WHEREAS MLS and Brokers needs and desires the right to utilize, publish, display, and/or distribute said Images;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration including, but not limited to, the consideration as provided in the "Work Made for Hire Agreement" between the Photographer and any Brokers, the Photographer and MLS agree as follows:

1. Broker(s) and Photographer shall execute a "Work Made for Hire Agreement" in substantially the same form as the one attached hereto and incorporated herein as EXHIBIT "A." The terms that are left blank, including pricing, are for the Photographer and Broker(s) to negotiate and complete. Photographer's use of the attached "Work Made for Hire Agreement" form is a material term of this Agreement.
2. Unless there is a written agreement signed by Broker(s) and Photographer to the contrary, the Photographer hereby agrees and confirms that the Images were created under the "Work Made for Hire Agreement" between the Photographer and Broker(s) and that the Broker(s) has or have all rights necessary to transfer or license the copyrights in the Images to MLS or anyone else to whom Broker(s) may so transfer or license. The Parties agree that MLS and Broker(s) are under no obligation to credit Photographer or any other third party as the author or owner of the Images.
3. To the extent that Photographer may have any Copyright rights to the Images, or in the event that Photographer had written agreement(s) with Broker(s) which provided that Photographer retained any Copyright rights in the Images, Photographer hereby grants to MLS and to the respective Broker(s) a non-exclusive worldwide royalty- free unlimited irrevocable license in perpetuity to reproduce, distribute, display, prepare derivate works of, and publicly perform the Images in connection with the real estate industry or any industry related thereto, including without limitation such uses of the Images in connection with advertising real property and/or business of the Broker(s) and to authorize and sublicense such rights to third parties.
4. If Photographer would like a perpetual license to use Images for Photographer's own promotional and advertising purposes, including, but not limited to, licensing, printing, displaying, broadcasting, and reproducing, through any medium including but not limited to studio display, advertising materials, internet display, social media, blogs, books, magazines, educational and instructional materials, professional competition, and publishing in print or other media, Broker(s) must grant Photographer that license in writing in their respective "Work Made for Hire Agreements(s)".

5. Photographer understands that no royalty or other consideration will be due to Photographer, other than what is contemplated in this Agreement and any "Work Made for Hire Agreement(s)" between Photographer and Broker(s).
6. For those situations in which Photographer's work was a work for hire under a written "Work Made for Hire Agreement," MLS agrees to assign Photographer a user number or provide another method determined acceptable by MLS to allow Photographer to directly upload to a specific listing in the MLS database those Images taken by Photographer; provided however, authorization is given by the listing Broker(s). Photographer agrees use neither such user number nor other upload method provided for any other purpose or use.
7. Photographer hereby agrees to forever fully release, acquit, and discharge MLS and Broker(s), and their respective past and present directors, officers, members, managers, employees, agents, attorneys, representatives, and all other related parties who may be jointly liable with them, in their individual and representative capacities, of and from any and all claims, actions, causes of action, suits, debts, sums of money, demands, rights, damages, costs, loss of service, and expenses (including attorneys' fees and costs), which Photographer now has, or which may hereafter accrue, known or unknown or unforeseen, on account of any loss, injury, damage, and the consequences thereof resulting from or any way relating to the Images and/or this Agreement. Photographer agrees that this paragraph is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Florida. Venue for any disputes that arise shall be in Miami-Dade County, Florida, and Photographer submits to personal jurisdiction there. The terms and conditions set forth herein shall supersede all prior agreements and addenda. In the event of a conflict between the terms and conditions of this Agreement any other addendum or agreement, including any "Work Made for Hire Agreement" between Photographer and Broker(s), this Agreement shall control. 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. In signing this Agreement, Photographer hereby acknowledges and represents that it has read and understands the foregoing, understands that such terms are contractual, and signs this Agreement voluntarily.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written:

**MLS (MIAMI Association of REALTORS®, Inc., a Florida Not For Profit Corporation and its Florida Multiple Listing Service):**

**PHOTOGRAPHER:**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

# EXHIBIT “A”

## WORK MADE FOR HIRE AGREEMENT

This Work Made for Hire Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Brokerage”) and \_\_\_\_\_ (“Photographer”). Individually, the Brokerage or Photographer may be referred to as a Party, or collectively referred to as the Parties, in this Agreement. Brokerage has commissioned Photographer to photograph, visually record, or otherwise create graphics or other images (collectively, “Images”) of the properties identified in the attached Appendix 1 and as may be subsequently identified in additional work assignments from Brokerage to Photographer (collectively, the “Properties”). The Parties hereby agree, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. Brokerage agrees to pay Photographer in consideration of all services rendered by Photographer and the creation of the Images for the Properties as set forth below and herein the total amount of \$\_\_\_\_\_ which shall be due and payable ten (10) days after the electronic copies of the Images are delivered to Brokerage.
2. Photographer acknowledges and agrees that all Images are proprietary works of Brokerage and/or MIAMI Association of REALTORS®, Inc., a Florida Not For Profit Corporation and its Florida Multiple Listing Service (collectively, “MLS”). To the extent permitted under applicable law, all Images shall be considered a Work Made for Hire (as such term is defined under the U.S. Copyright Act, 17 U.S.C. § 101 and following, as amended) by Photographer for Brokerage, and as such, shall be exclusively developed for the benefit of and owned by Brokerage. Brokerage shall exclusively own all worldwide right, title and interest in and to the Images, including without limitation, Copyrights.
3. To the extent that it should be determined that any of the Images do not qualify as a Work Made for Hire under U.S. law, Photographer hereby irrevocably assigns and transfers to Brokerage all of Photographer’s worldwide right, title and interest, including without limitation all Copyrights, whether now existing or hereafter acquired, in and to all Images for the Properties. Photographer agrees to cooperate and take all action reasonably requested by Brokerage, including executing and delivering to Brokerage all documents, or providing information pertaining to the Images, in connection with the assignment of Photographer’s rights to Brokerage under this Agreement. Specifically, but without limitation, Photographer agrees to assist in filing Copyright applications in the United States or elsewhere if necessary.
4. Photographer hereby represents and warrants that no third party has any rights in, to, or arising out of the Images, other than the MLS, and Photographer has full right and power to enter into this Agreement.
9. If Photographer would like a perpetual license to use Images for Photographer’s own promotional and advertising purposes, including, but not limited to, licensing, printing, displaying, broadcasting, and reproducing, through any medium including but not limited to studio display, advertising materials, internet display, social media, blogs, books, magazines, educational and instructional materials, professional competition, and publishing in print or other media, Photographer must request, and Brokerage must grant Photographer that license

in writing. Otherwise, Photographer acknowledges and understands that it is in no way permitted to use the Images in any manner whatsoever, and no other royalty or other consideration will be due to Photographer.

5. Photographer agrees and warrants that Brokerage is under no obligation to credit Photographer or any other third party as author of the Images.
6. Photographer understands and agrees that it is and shall be deemed an independent contractor of Brokerage and not an employee or agent of Brokerage. Nothing in this Agreement shall be construed to create a partnership, or joint venture, between Photographer and Brokerage, or between the Photographer, Brokerage, and/or the MLS.
7. Brokerage shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Photographer, or anyone employed by or through Photographer, in the performance of its obligations under this Agreement, and Photographer shall maintain such insurance and take such protective action as Photographer deems desirable with respect to such property. Brokerage shall not be liable or responsible for any loss or damage in connection with the services performed by Photographer and/or damage to the Properties caused by Photographer or its agents. Photographer shall take all reasonable precautions to protect the work product of the services performed by Photographer from loss or damage prior to acceptance by Brokerage.
8. 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. In signing this Agreement, Photographer hereby acknowledges and represents that it has read and understands the foregoing, understands that such terms are contractual, and signs this Agreement voluntarily.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written:

**BROKERAGE:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

**PHOTOGRAPHER:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

**WORK MADE FOR HIRE AGREEMENT  
APPENDIX 1**

The Properties in the Work Made for Hire Agreement shall include:

<b>NO.</b>	<b>ADDRESS:</b>	<b>NOTES:</b>
1.		
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Attach additional sheets, if necessary.