



*Preferred Photographer*  
**PROGRAM**

**METROMLS**

# 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, 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.



### 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 Metro MLS regarding licensing and Copyright rights.



### TRAINING

Photographers complete a Metro MLS 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.**

## 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

### Choose Photographer

Select a Preferred Photographer with confidence and ease.

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



Metromls.com



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# 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 Flex MLS.

**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.MetroMLS.com](http://www.MetroMLS.com)

Look for the Preferred Photographer Program page & 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 Metro 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 8,000 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:** At this time, none!



[www.MetroMLS.com](http://www.MetroMLS.com)



[Erika@metromls.com](mailto:Erika@metromls.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 FlexMLS.*
- ☐ *Review Preferred Photographer Program list information.*
- ☐ *Start connecting with more than 8,000 real estate professionals.*

## Contact Information



[www.MetroMLS.com](http://www.MetroMLS.com)



[Erika@metromls.com](mailto:Erika@metromls.com)



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## PHOTOGRAPHER/MLS AGREEMENT

Agreement made by and between \_\_\_\_\_ (“Photographer”) and Multiple Listing Service, Inc., a Wisconsin Corporation (“MLS”).

Whereas Photographer has and, in the future, will entered into agreements with various Real Estate Brokers (Brokers) for Photographer to photograph, visually record or otherwise create graphics or other images (collectively, “Images”) of various properties; and

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

Now therefore, in consideration of One Dollar and other good and valuable consideration including but not limited to the consideration of as stated in the agreement between the Photographer and the Broker, the Photographer and MLS agree as follows:

1. Unless there is a written agreement signed by Broker and Photographer to the contrary, the Photographer hereby agrees and confirms that the Images were created under a work for hire agreement between the Photographer and the Broker and that the Broker has all rights necessary to transfer or license the copyrights in the Images to MLS or anyone else to whom Broker may so transfer or license. The parties agree that MLS and Broker are under no obligation to credit Photographer or any other third party as the author or owner of the Images.
2. To the extent that Photographer may have any Copyright rights to the Images or in the event that Photographer had a written agreement with Broker which provided that Photographer retained any copyright rights in the Images, Photographer hereby grants to MLS and to Broker a non-exclusive worldwide royalty-free unlimited 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 and to authorize and sublicense such rights to third parties at Brokerage’s discretion.
3. For those situations in which Photographer’s work was a work for hire, MLS agrees to assign Photographer a user number to allow Photographer to directly upload to a specific listing in the MLS database those Images taken by Photographer. Photographer agrees not to use the user number for any other purpose or use.
4. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Wisconsin. The terms and conditions set forth herein shall supersede all prior agreements and addendums. In the event of a conflict between the terms and conditions of this Agreement any other addendum or agreement, 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 WITNESS WHERE, the Parties have executed this Agreement as of the date first above written:

<Insert Photographer name >

Multiple Listing Service, Inc.

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## WORK MADE FOR HIRE AGREEMENT

This Agreement ("Agreement") is made and entered into as of < date > by and between \_\_\_\_\_ ("Brokerage") and \_\_\_\_\_ ("Photographer"). 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 A and as may be subsequently identified in additional work assignments from Brokerage to Photographer. The parties hereby agree, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. For each property wherein Brokerage has asked Photographer to create Images, Brokerage agrees to pay Photographer in consideration of all services rendered by Photographer and the creation of the Images the total amount of \_\_\_\_\_ which shall be due and payable 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. To the extent permitted under applicable law, all Images shall be considered a Work Made for Hire (as such term is defined under the 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. 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, and Photographer has full right and power to enter into this Agreement.
5. Photographer understands and agrees that it is an independent contractor of Brokerage and nothing in this Agreement shall be construed to create a partnership, or joint venture, between Photographer and Brokerage.
6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Wisconsin. 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 WITNESS WHERE, the Parties have executed this Agreement as of the date first above written:

<Insert Photographer name >

<insert Brokerage name >

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Check Box That Applies:**

- ☐ This is the primary agreement between Photographer/ Broker.
- ☐ This agreement is in addition to Studio and/or Photographer provided Photographer/ Broker agreement.

**APPENDIX A**

**[List applicable properties]**