

2017 BEVERLY HANKS EXCLUSIVE LICENSE AGREEMENT

The Subject Property (“Subject”) is: **80 Roxies Way**

Address	Waynesville	NC	28786
City		State	Zip

This Exclusive License Agreement (“Agreement”) is made and entered into as of the 26 day of July, 2016 by and between ___ Beverly-Hanks (“Brokerage”) and ___(NAME OF PHOTOGRAPHER) (“Photographer”). Brokerage has engaged Photographer to photograph, visually record of otherwise create graphics or other images (collectively, “Images”) of the properties identified in the attached Appendix A. 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 the services rendered and exclusive license granted based Appendix A, 2016 Menu of Photography Services and Pricing.
2. License Grant.
 - a. Photographer hereby grants to Brokerage an exclusive royalty-free license in perpetuity to reproduce, distribute, display, prepare derivative works of, and publicly perform the Images in connection with the real estate industry, including without limitation such uses of the Images in connection with advertising real property and to authorize and sublicense such rights to third parties at Brokerage’s discretion.
 - b. This exclusive license grant shall include the right to sue for copyright infringement, including without limitation past infringement. To that end, Photographer agrees to assist Brokerage in preparing and filing any copyright applications that cover the Images, including providing any information necessary to prepare such applications.
3. Brokerage acknowledges that Photographer retains title and ownership of the Images.
4. Photographer hereby represents and warrants that it owns all right, title and interest in and to the Images, 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 and grant the license set forth in Section 2. The Parties agree that Brokerage is under no obligation to credit Photographer or any other third party as the author or owner of the Images.
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 North Carolina.
7. If the Parties are unable to resolve a dispute through negotiation, either party may start mediation and/or binding arbitration. Any dispute arising out of and in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Buncombe County, North Carolina in accordance with the Revised Uniform Arbitration Act of North Carolina, NCGS Chapter 1, Article 45C, as amended.
8. 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 WHEREOF, the Parties have executed this Agreement as of the date first above written:

Photographer:

Brokerage:

Signature: Allen C Newland
Name: Allen Newland (owner/Pilot)
Title: A Shot Above of WNC, LLC
Date: 8/16/2023
Address: 21 Cougar Trl, Clyde, NC
Email: flyguy2010a@yahoo.com

Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____
Email: _____

APPENDIX A

**[Menu of Services and
Price List]**