

WORK MADE FORE 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]