



**TECZR MEDIA**

Real Estate Agent  
Content Licensing Agreement

**2024**



# Content Licensing Agreement

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This Content Licensing Agreement ("Agreement") is made and entered into by and between Sean Harrison, operating under the trade name Teczr Media, with electronic mail address [contact@teczrmedia.com](mailto:contact@teczrmedia.com) and telephone number 705-220-8597 ("Licensor"), and the real estate agent or individual (the "Licensee"), as identified through the Real Estate Client Booking Form. This Agreement governs the provision and use of photographs, videos, floor plans, 3D tours, graphics, motion graphics, audio, and any other deliverables (collectively, "Content") produced by Licensor.

**WHEREAS**, Licensor is engaged in the creation and provision of Content specifically tailored for real estate marketing and promotion; and

**WHEREAS**, Licensee desires to obtain, and Licensor agrees to grant, a license to use such Content subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions** For purposes of this Agreement, the following terms shall have the meanings specified:

- **"Content"**: All forms of visual and audiovisual material provided by Licensor, including but not limited to photographs, videos, floorplans, 3D tours, graphics, and motion graphics.
- **"Form"**: The Real Estate Client Booking Form utilized by Licensee to request and schedule the creation of Content by Licensor. This form is accessible at [<https://www.teczrmedia.com/real-estate-client-booking-sheet>].
- **"License"**: The non-exclusive, non-transferable right to use the Content as specified in this Agreement.
- **"Effective Date"**: The date on which this Agreement becomes effective, typically marked by the Licensee's acceptance via the 'I Agree' button on the Form or payment of the invoice.
- **"External Posts"**: Publications or postings of the Content on platforms or media not directly owned or controlled by the Licensee.
- **"Conflict of Interest"**: A situation in which the Content's use by the Licensee could potentially undermine the Licensor's business interests or those of its other clients.

## 2. Grant of License

The Licensor hereby grants to the Licensee a non-exclusive, non-transferable license to use the Content solely for the purpose of marketing and promoting real estate listings, subject to the terms and conditions of this Agreement. This license includes but is not limited to, the right to use the Content on the MLS, YouTube, social media platforms, marketing materials, online listings, print advertisements, billboards, the Licensee's website, and any other promotional websites.

For articles or external posts not directly controlled by the Licensee, proper credit to 'Sean Harrison / Teczr Media' must be given for the use of the Content. Additionally, the Licensor must be notified via email at [contact@teczrmedia.com](mailto:contact@teczrmedia.com) prior to such posts being made to ensure no conflict of interest arises.



# Content Licensing Agreement

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## 3. Revisions and Approval Process

The Licensor will provide one (1) round of revisions to the final deliverables at no additional cost to the Licensee. Subsequent revisions requested by the Licensee will incur a fee ranging from \$50 to \$100 per revision, depending on the complexity and extent of the requested changes. The Licensee must provide final approval of deliverables in writing. Failure to request a revision within 7 days of receiving the final deliverables will be deemed acceptance of the work as completed.

## 4. Restrictions on Use

The Licensee shall not modify, distribute, resell, loan, or otherwise transfer the Content to any third party not expressly authorized under this Agreement. Prohibited third parties include, but are not limited to, homeowners, architects, construction companies, interior designers, other realtors, and landscapers. The Content is intended solely for the promotional use of the real estate listings specified by the Licensee and for the personal promotion of Licensee's services post-sale. Exceptions for co-listing agents are granted, allowing them to use the content in the same manner as the Licensee for the duration of the listing.

## 5. Ownership and Copyright

Licensor retains all ownership rights and copyright in the Content. Licensee acknowledges that the Content is provided under license and that no ownership rights in the Content are transferred under this Agreement. This includes both final deliverables and any underlying works or materials used to create them.

### 5.1 Access to Deliverables

The Licensee shall have access only to the final deliverables as specified in this Agreement. The Licensor does not grant any rights or access to the raw files, unedited footage, or any other preliminary materials that were used in the creation of the final deliverables. The provision and use of such raw files or preliminary materials require a separate agreement and may be subject to additional fees.

### 5.2 Confidentiality of Listing Information

The Licensee may designate certain information, including but not limited to real estate listings, as confidential, particularly if such information is not yet public or listed on the MLS. The Licensee must explicitly notify the Licensor of the confidentiality of such information, which can be done verbally, via text, or email. The Licensor is committed to respecting the confidentiality of the information as directed by the Licensee. However, the Licensor shall not be liable for any disclosure or use of the information if it was not clearly communicated as being confidential. It is the Licensee's responsibility to ensure that confidentiality requests are clearly and timely communicated to the Licensor.

## 6. Music Licensing and Use

### 6.1 Music Licensing

The Licensor hereby informs the Licensee that all music incorporated within the Content is duly licensed through Artlist LTD. The License Owner is Sean Harrison, with a Creator Pro License Number: Jj5Deo. The Licensee will be provided with a music license PDF for the songs used in the final deliverables to ensure clarity and transparency regarding the rights to use the licensed music.



# Content Licensing Agreement

## 6.2 Use of Alternative Music

The Licensee is permitted to overlay or incorporate their own choice of music over the Content provided by the Licensor, including but not limited to music sourced from platforms such as Instagram music, TikTok music, or any other external music libraries. However, the Licensee assumes full responsibility for securing the appropriate licenses and permissions for any such music not directly provided by the Licensor, including music not licensed through Artlist LTD. The Licensor disclaims all liability for any copyright claims or legal disputes arising from the Licensee's use of alternative music that is neither licensed through Artlist LTD. nor directly provided as part of the Content.

By choosing to use their own music over the Content, the Licensee acknowledges and agrees to indemnify and hold harmless the Licensor from any and all claims, damages, liabilities, costs, and expenses arising out of their use of such non-provided music in conjunction with the Content. This indemnification includes, but is not limited to, any legal actions related to copyright infringement or licensing disputes pertaining to the use of alternative music sources.

## 7. Payment

Licensee agrees to pay Licensor the agreed-upon fees for the Content as specified in the final invoice. All payments are due within 3 days of receiving the final invoice, regardless of whether the Licensee has begun using the Content.

## 8. Acceptance of Terms

Licensee's use of the Content, submission of the Form, payment of the invoice, or any action indicating use of the provided Content constitutes acceptance of this Agreement and all its terms and conditions.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflict of laws principles.

## 10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

## 11. Storage and Handling of Final Deliverables

The final deliverables will be made accessible to the Licensee via an online Google Drive link, maintained for six (6) months post-delivery. After this period, the deliverables will be removed from online access but will remain stored on the Licensor's offline server for one (1) year (365 days) from the date of final delivery. Should the Licensee require access to the deliverables after the six-month online storage period, requests can be made via email to the Licensor. While the Licensor intends to destroy all content, both raw and final deliverables, from the offline server after 365 days, the Licensor reserves the right to retain certain content longer at its discretion, with no obligation to maintain content beyond this period.

In the event of data loss or damage to servers that impacts the content at any stage from creation to long-term storage, the Licensor will endeavor to rectify the situation. However, the Licensor shall not be held liable for any unintentional data loss. The Licensee is encouraged to download and store their final deliverables independently to ensure their long-term preservation.



# Content Licensing Agreement

## 12. Agreement Updates

This Agreement is designed to evolve alongside the business needs and practices of the Parties. As such, it includes provisions for updates that ensure its terms remain relevant and effective for all Content provided by the Licensor.

### 12.1 Notification of Updates

Should there be a need to modify or update the terms of this Agreement, the Licensor will issue an update notice to all affected Licensees via email. This notice will detail the specific changes and the effective date of the updated Agreement.

### 12.2 Effectiveness of Updates

Upon issuance of an update notice, the new terms will automatically apply to all Content provided henceforth, including ongoing projects where feasible and not in conflict with prior commitments. Licensees will not need to sign a new agreement for the updates to take effect; instead, the updated terms will supersede previous versions from their effective date.

### 12.3 Acceptance of Updates

Licensees' continued engagement with the Licensor and use of Content subsequent to the issuance of an update notice will constitute acceptance of the new terms. If a Licensee does not agree to the updated terms, they should notify the Licensor before the effective date specified in the update notice.

### 12.4 Historical Content

For Content provided prior to the effective date of the update, the terms of the Agreement in effect at the time of provision will generally continue to apply unless both Parties agree to retroactively apply the updated terms. This procedure ensures that the Agreement can be efficiently updated to reflect changes in business practices, legal requirements, or other pertinent factors, maintaining its applicability and relevance over time.

## Electronic Acceptance and Agreement.

By selecting the 'I Agree' button on the Real Estate Client Booking Form and/or proceeding with the payment of the invoice, the Licensee affirmatively acknowledges and agrees to the terms and conditions set forth in this Agreement. Such actions constitute a binding commitment by the Licensee, equivalent to a signature by a duly authorized representative, and signify the Licensee's consent to be legally bound by this Agreement. This electronic acceptance is deemed effective upon the earliest of these actions, thereby establishing the Agreement as fully executed and enforceable between the Parties.

Should the Licensee not agree to the terms of this Agreement, they are expressly prohibited from using any of the Content, regardless of the payment status. It is understood that completion of services and delivery of Content by the Licensor obligates the Licensee to fulfill the payment terms as specified herein. Payment for the Content is due in full as agreed, irrespective of the Licensee's agreement to or utilization of the license terms. Failure to agree to this Agreement post-service completion does not absolve the Licensee of their financial obligations for services rendered and Content provided.