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NATIONAL ASSOCIATION OF REALTORS®



NARdotRealtor



nar.realtor



COPYRIGHT BASICS & BEST PRACTICES

WHAT IS COPYRIGHTED?

ORIGINAL WORKS OF
AUTHORSHIP FIXED IN A
TANGIBLE FORM OF
EXPRESSION

WHO OWNS THE COPYRIGHT?

1

AUTHOR

Copyright ownership vests in the author as soon as the work is created.

2

THIRD PARTY VIA WORK MADE FOR HIRE

Copyright ownership vests in a third party as soon as the work is created.

3

THIRD PARTY VIA ASSIGNMENT

Copyright ownership is transferred from the current owner to a third party via an assignment agreement.

BUNDLE OF EXCLUSIVE RIGHTS



REPRODUCE



DISTRIBUTE



PERFORM



DISPLAY



**PREPARE DERIVATIVE
WORKS**

POSSIBLE COURT-ORDERED RELIEF FOR COPYRIGHT INFRINGEMENT



**INJUNCTIVE
RELIEF**



**ATTORNEYS'
FEES**



**ACTUAL OR
STATUTORY
DAMAGES**



**DESTRUCTION
OF
INFRINGING
MATERIALS**

OBTAIN
PERMISSION TO
USE THIRD-PARTY
WORKS

INVESTIGATE WHO
OWNS THE WORK.

REQUEST PERMISSION.

IF GRANTED,
DOCUMENT THE
PERMISSION IN
WRITING.

COMPLY WITH THE
TERMS OF THE
GRANTED LICENSE.

BEST PRACTICES FOR LISTING PHOTOS



REVIEW RIGHTS RECEIVED

Determine the rights received in listing photos.



REVIEW RIGHTS GRANTED

Are they able to grant these rights?



CONSIDER FUTURE USES

Ensure future agreements align with how they wish to use the photos.



KEEP RECORDS

Easy to confirm rights if needed.

Listing Photo Sample Agreements



[Home](#) > [Legal](#) > [Copyright](#)

Sample Agreements

In order to assist members and member firms, NAR Legal Affairs created sample agreements, which should be modified as necessary to fit your particular needs.

These documents are provided as a sample, and are not intended to be and do not constitute legal advice, or a substitute for specific legal advice or opinions. The user of this sample document should not use this document without consulting legal counsel. The use of this document should be modified to address the specific legal needs of the user.

Work for Hire Agreement: This sample agreement provides that the commissioned photographs are a "Work for Hire", which means the commissioning party is the automatic owner of the photographs from their creation.

Download: [DOC](#) | [PDF](#)

Assignment Agreement: In this sample agreement, the photographer assigns all right, title and interest in the photographs to the broker.

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Exclusive License Agreement: A photographer may want to retain its ownership of the photographs. In this sample agreement, the photographer grants to the broker an exclusive license to display and distribute the photographs in connection with the real estate industry.

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NAR'S SAMPLE PHOTOGRAPHY AGREEMENTS

- WORK MADE FOR HIRE AGREEMENT
- ASSIGNMENT AGREEMENT
- EXCLUSIVE LICENSE AGREEMENT

<https://www.nar.realtor/copyright/listing-photo-sample-agreements>

BEST PRACTICES FOR MUSIC LICENSING

1

PERFORMING RIGHTS LICENSE

Covers playing music at events.

Does not cover incorporating music into videos.

Popular licensing entities are ASCAP, BMI and SESAC.

2

SYNCHRONIZATION LICENSE

Covers incorporating a music composition into a video.

Typically granted by the music publisher.

3

MASTER RECORDING LICENSE

Covers incorporating a particular sound recording into a video.

Typically granted by the record label.

May be bundled with the synch license.

BEST PRACTICES FOR CREATIVE COMMONS LICENSES

COMPLY WITH THE CREATIVE COMMONS LICENSE TERMS THAT APPLY TO THE CONTENT YOU ARE USING.

WHAT TO DO IF YOU RECEIVE A CEASE-AND-DESIST LETTER?

- REPORT THE POTENTIAL CLAIM TO YOUR INSURANCE CARRIER.
- CONSULT WITH YOUR ATTORNEY.
- EVALUATE THE MERITS OF THE CLAIM.
 - Is the copyrighted work sufficiently described?
 - Does the letter include the copyright registration details?
 - Do you have a license that permits you to use the work?
 - Is the copyright owner litigious?
- REQUEST ADDITIONAL INFORMATION FROM THE COPYRIGHT OWNER.
- REMEMBER THAT SETTLEMENT FEES ARE NEGOTIABLE.

WHAT IS FAIR USE?

A nuanced defense to copyright infringement.

Consult with your attorney about its availability.

A FAIR USE ANALYSIS WILL WEIGH THE FOLLOWING FACTORS:

- PURPOSE & CHARACTER OF USE.
- NATURE OF COPYRIGHTED WORK.
- AMOUNT OF WORK USED.
- EFFECT ON MARKET FOR OR VALUE OF WORK.
- ANY OTHER RELEVANT CONSIDERATIONS.

THANK YOU.



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