



Space Coast Association of Realtors® , Inc.
 2950 Pineda Plaza Way Palm Shores, FL 32940
 Phone: 321-242-2211 Fax: 321-255-7669
www.SpaceCoastMLS.com



Certified Photographer Program Application

Photographers' Information:

Space Coast Association of REALTORS® Member Number: _____

Company Name: _____

First Name: _____ Last Name: _____

Address: _____

Phone: _____ Email Address: _____

I agree to pay the fees as listed below and understand they are non-refundable and non-transferable:

- Application Fee: \$50.00
- Annual Fee: \$25.00

Fees are paid on initial sign up and billed yearly thereafter with the Annual Business Partner Membership Dues

By signing this document, the applicant acknowledges and agrees to be an active business partner member of the Space Coast Association of REALTORS®, pay the \$25.00 Certified Photographer Program Annual Fee and any applicable application fee.

This form authorizes the Space Coast Association of REALTORS® and Space Coast Multiple Listing Service to grant the applicant access to the MLS system as a participating member of the Certified Photographer Program. Please note that the applicant must not hold any real estate license in any state. This access allows the applicant to add or modify media content on property listings as requested by authorized Space Coast Multiple Listing Service Participants and Subscribers.

Signature:

Photographers' Signature: _____ Date: _____

Applicants Initials: _____ I agree to abide by the Space Coast MLS Rules & Regulation and Bylaws.

Submit application and agreement to Membership@Space321.com

Space Coast Association of REALTORS[®], Inc.

MLS Photographer Agreement

Photographer Name: _____

Company Name: _____

THIS AGREEMENT (the "Agreement") is entered into as of the date last signed below or electronically by and between Space Coast Association of REALTORS[®], Inc. ("MLS"), and the individual or entity accepting this Agreement ("Photographer").

WHEREAS, MLS is a real estate multiple listing service providing a comprehensive listing database **for real estate brokers, agents, appraisers, consumers, and others;**

WHEREAS, Photographer is a professional service provider in the field of real estate photography;

WHEREAS, Photographer desires to become a member of MLS for the purpose of providing photographic services to MLS members;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. DEFINITIONS

- "Media" is any material in which data can be stored or represented and includes, but is not limited to, photographs, documents, videos, virtual tours, aerial photos or videos, floor plans, computer-generated images and renders, augmented reality (AR) and virtual reality (VR) experiences, and textual descriptions. The term "Media" includes all the above whether stored, delivered, or presented in digital, print, or any other form now known or hereafter devised. Media may be created by the Photographer or on behalf of the Photographer by a third party and may be combined with other works or media. Media encompasses all elements, versions, and modifications of the works listed above.
- "Member" is any person or entity that has agreed to the membership terms for their type as defined by the MLS and is in good standing with those terms.
- "MLS Content" or, interchangeably, "MLS Compilation", includes all content provided by the MLS, including, but not limited to, data and Media related to real estate listings, Members, or their customers.

2. MEMBERSHIP FEES, RULES, AND POLICIES. Photographer agrees to pay the membership fees and comply with MLS rules and policies applicable to photographers. MLS may change the fees, rules, and policies at its discretion and will provide Photographer prior notice of such changes so Photographer can decide whether to continue as a Member.

3. PHOTOGRAPHER ROSTER AND PROMOTION OPPORTUNITIES. MLS will maintain and publish a roster of all Photographer Members and will include Photographer on the roster. MLS also will notify Photographer of other promotional opportunities with and through the MLS to Members. Photographer will not use access to the MLS system or MLS Content to solicit Members other than as provided in this Agreement. During the term of this Agreement, Photographer may indicate on its own website and marketing materials that they are a participant in the "Space Coast Association of REALTORS[®] Certified Photographer Program" subject to the terms of this Agreement. Space Coast Association of REALTORS[®] retains the right to review any use of the Association and MLS name or logo and require Photographer to discontinue any use the Space Coast Association of REALTORS[®] deems inappropriate, in its sole discretion.

NOTE: Space Coast Association of REALTORS[®] does not promote, support, endorse, partner with, recommend, or express preference for any particular vendor, service provider, or entity included in the Photographer's Network. Photographer may not only advertise as a participant of this network and not use language that suggest otherwise.

4. PHOTOGRAPHER SERVICES AGREEMENTS; PRECEDENCE. To the extent Photographer provides services to Members, the terms for such services will be negotiated and agreed to independently by and between Photographer and Member(s), including the pricing and other terms of service. MLS is not a party to these independent service agreements and MLS is not responsible for any of the terms, including payment of fees. Moreover, to the extent the license or other terms of the agreements conflict with the rights Photographer grants to MLS under this Agreement, Photographer agrees that the terms of this Agreement shall take precedence and any contradictory terms in any Service Agreement shall be null, void, and unenforceable as against the Customer or MLS.
5. MLS SYSTEM ACCESS AND USE.
- a. *Credentials.* MLS will provide Photographer credentials to access and use MLS software to upload and manage Media in the MLS compilation. Photographer will maintain the confidentiality of such credentials and not share them with others. Photographer also agrees not to use anyone else's credentials to access the MLS system or other software provided by the MLS. Photographer acknowledges that the data and information contained in the MLS System is confidential and shall not disclose any such information to a third party. MLS may in its reasonable discretion conduct periodic compliance reviews of Photographer's use of the MLS System under this Agreement; Photographer will respond within one (1) business day of any compliance inquiry by MLS. Should Photographer violate this provision, in addition to any legal or equitable remedies, Photographer may be subject to fines and other disciplinary actions as set forth in the MLS rules and regulations.
 - b. *Permission Specific to Members.* Photographer is granted permission to manage Media only for Members with which it has service agreements and Photographer will not manage or attempt to manage Media for any other Members. Photographer shall use the MLS System solely for the purpose of uploading Media as permitted by the MLS Policies and this Agreement on behalf of or for the benefit of Members. Except as expressly provided in this Agreement and the MLS Policies, Photographer shall not copy, create derivative works of, distribute, perform, or display the MLS System or any part of it, except the Media. Photographer shall not remove or delete Media from the MLS System for any sold or other off-marketing property records or otherwise. Photographer shall make no commercial use of the MLS System, except as expressly permitted in this Agreement.
 - c. *Compliance.* Photographer agrees to comply with all MLS rules, including the obligations of Members, related to uploading of Media, including, but not limited to, rules regarding the minimum number and type(s) of Media and the timing of Media uploads.
6. GRANT OF RIGHTS.
- a. *MLS Rights to Media.* Photographer hereby grants to MLS a perpetual, worldwide, non-exclusive right to use, reproduce, display, distribute, create derivative works from, and sublicense the Media submitted to MLS by (a) Photographer on behalf of a Member or (b) by a Member who procured the Media from Photographer. This provision is intended to be construed as broadly as possible to ensure MLS has the right to use the Media as part of the MLS compilation for all current purposes and new purposes adopted in the future. For clarity, some of the purposes for which Media is used in the MLS compilation are the following, which are not intended to limit the foregoing grant of rights but just provided as examples:
 - i. *Marketing Listings.* Members use Media for marketing property listings, which includes distribution and sub-licensing of Media to third party real estate web portals and other broker or agent provided listing sites (commonly referred to as IDX or VOW sites).
 - ii. *Off-Market Uses.* Media is retained in the MLS compilation in perpetuity with off-market listings (those not currently being marketed for sale) for many purposes, including, without limitation, use in property valuation (CMAs, AVMs, etc.) and other market analyses.
 - iii. *Derivative Uses.* Media also is used by the MLS for a variety of derivative uses, including to create and use in artificial intelligence and machine learning applications for, among other things, identification of features in the Media to enhance listing entry, search, valuation, and market analyses.
 - b. *No Copying by Other Members for Marketing Other Listings.* The above grant of rights does not entitle an MLS Member to copy Photographer's Media from another Member's listing for use in marketing their own listing without Photographer's consent. If Photographer believes unauthorized copying has occurred, Photographer agrees to notify MLS by providing MLS with identification of the listings and Media involved. Upon receipt of such notice, MLS will investigate the claim and, if verified, remove the identified Media from the identified listing unless or until Photographer authorizes the other Member to use the Media for that listing. With regard to MLS, the process and removal of the identified Media outlined above is the exclusive remedy for any claim against MLS.

- c. *Watermarks*. MLS may add a watermark or other modification to the Media to indicate MLS's rights in and to such Media, provided that MLS will not remove any metadata from the Media indicating Photographer's authorship and associated rights to the Media.
 - d. *Cooperation*. With respect to Media Photographer provides to MLS or Members, Photographer assigns and appoints MLS as Photographer's non-exclusive Take Down Notice Agent for purposes of the Digital Millennium Copyright Act of 1998 ("DMCA"). Photographer agrees to cooperate and take all action reasonably requested by MLS in connection with any takedown notices provided on behalf of Photographer, including but not limited to, executing and delivering to MLS all requested documents, or providing information pertaining to the Media. Photographer agrees to assist in filing copyright applications in the United States or elsewhere if requested by MLS.
7. **WARRANTIES**. Photographer represents and warrants that Photographer has full right, power, and authority to grant the rights herein granted, and that the Media, and the use thereof by MLS as authorized herein, does not and will not infringe any copyright, right of privacy or publicity, or any other rights of any third party. If Photographer is entering into this Agreement on behalf of an entity, Photographer represents and warrants that it has the legal authority to bind that entity to the terms and conditions contained in this Agreement.
8. **INDEMNIFICATION**. Photographer agrees to indemnify, defend, and hold harmless MLS and its members from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that arise from or relate to any breach or alleged breach of Photographer's warranties herein.
9. **TERM AND TERMINATION**. This Agreement will commence on the date of Photographer's electronic acceptance and will continue until terminated by either party with 30 days' written notice. Upon termination, Photographer's access to the MLS software will cease and the grant of rights in Media will remain in perpetuity.
10. **MISCELLANEOUS**.
- a. *Force Majeure*. Neither Party will be deemed to be in default or in breach of this Agreement for failing to perform or delaying performance of any obligation herein (other than the obligation to make payment) if such failure or delay results from circumstances beyond the non-performing Party's direct control,, including, without limitation, disruption or slow speed of the Internet; security breaches, DNS attacks, or introduction of viruses, worms, ransomware, spyware or other similar malware or malicious code by third parties; labor disputes; civil unrest; pandemics, acts of terror; acts of government; floods, fires, earthquakes or other Acts of God.
 - b. *Non-Waiver*. The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.
 - c. *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
 - d. *Relationship of the Parties*. Photographer and MLS are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between Photographer and MLS.
 - e. *Governing Law*. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida.
 - f. *Construction*. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
 - g. *Dispute Resolution*. In the event of any dispute or claim arising out of or relating to this Agreement, the parties agree to attempt to resolve such dispute through good-faith negotiations. If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to binding arbitration administered by a nationally recognized arbitration organization in the State of Florida. The arbitration shall be conducted in accordance with the then-current rules of the selected organization, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall be responsible for its own arbitration fees and costs unless otherwise determined by the arbitrator.

- h. *Jurisdiction and Venue.* In the event claims are made in any court action arising out of or relating to this Agreement, its performance, enforcement or breach, such claims will be venued in a state or federal court situated within the State of Florida; Photographer hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for all such purposes.
- i. *Injunctive Relief.* It is understood and agreed that any breach of any non-monetary terms of this Agreement by Photographer will cause MLS irreparable harm for which MLS lacks an adequate remedy at law. In the event of any such non-monetary breach or failure by Photographer, MLS shall be entitled to injunctive relief as a non-exclusive remedy for such non-monetary breach or failure. Nothing contained in this paragraph shall act as a limitation on MLS's right to damages for any breach or failure committed by Photographer.
- j. *Entire Agreement.* This Agreement, including any Exhibits, Schedules or other attachments to which express reference is made herein, sets forth the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes all prior representations, statements, proposals, negotiations, discussions, understandings and/or agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by both Parties.
- k. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Following execution, a Party may deliver this Agreement to the other Party by facsimile or by a process of scanning and delivering by electronic mail.
- l. *Survival of Terms.* Those provisions of this Agreement that, by their sense and context, are intended by the Parties to survive the completion of performance and the termination of this Agreement shall so survive.

11. ELECTRONIC ACCEPTANCE. Photographer's electronic acceptance of this Agreement or use of the MLS system or other MLS provided software shall have the same force and effect as if Photographer had actually signed this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date last signed below or electronically.

Space Coast Association of REALTORS®, Inc.

Photographer



Lindsey Ruschak, CEO

[Name] [Position]

April 7, 2026
Date

Date

Member ID _____

Amount to Pay _____



SPACE COAST ASSOCIATION OF REALTORS®
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Credit Card Authorization

Dues & Fees are NON-REFUNDABLE and NON-TRANSFERRABLE.

Name: _____ Billing Address: _____

Type of Card: _____ VISA _____ DISCOVER **Expiration Date:** _____
_____ MasterCard _____ AMEX **Security Code:** _____

By signing this authorization form, I give the Space Coast Association of REALTORS® permission to pay the my **INITIAL** fees below:

Card Number: _____ Initial Fees Authorized to Charge: _____

Printed Name Signature Date
(In lieu of Digital Signature, a TYPED Signature will be accepted.)

AUTO PAY OPTION:

The Auto Pay Option will guarantee your account will be paid on time as long as a valid credit card is on file.

If you would like to opt in to Auto Pay, you **must** log into your Member portal and place your credit card on file. The Association Staff is not authorized to add your card to your membership account.

Payments are automatically processed on or around the 10th Day of each month for any open invoices on your account. All fees are due on the 14th day of the month.

*I understand that if the fees **DO NOT** process, and I do not pay the amount due on time, a non-refundable **20% Late Fee WILL BE APPLIED** to my membership account.*

NOTE: *If your credit card is on file for Autopay, it is your responsibility to contact the Association and cancel your membership/access or remove your credit card from you account before Autopay is processed.*