

## Policy on Images and Documents in the MLS

### 1. General

This policy applies to all *images and documents* included in the *MLS Database* and linked to/from the *MLS Database*. *Images and documents* include, but are not limited to, marketing materials, photos, virtual tours, drawings, artist renderings, floor plans, architectural drawings and other graphic representations including logos.

### 2. Subscribers Responsible for Obtaining Copyright Permissions

Each Subscriber agrees in the Bright Subscription Agreement to the following:

For all Listing Content provided to Bright MLS for use in the Bright MLS Service, Subscriber represents and warrants that Subscriber owns the copyright or has obtained the necessary Consents to grant and hereby grants to Bright MLS a non-exclusive, perpetual, worldwide, transferable, royalty-free license to use, distribute, reproduce, display, adapt, create derivatives of, perform, and distribute the Listing Content through and in connection with the Bright MLS Service in any form or manner and to sublicense such rights through multiple tiers, provided that Subscriber's Listing Content shall not be distributed for advertising purposes without Subscriber's prior consent. Bright MLS may use, distribute, reproduce, display, adapt, create derivatives of, perform, and distribute the Bright MLS Content, through and in connection with the Bright MLS Service in any form or manner and to sublicense such rights through multiple tiers.

If the subscriber did not create the image or document (e.g., take the photo), then a copyright release must be obtained from the individual holding the copyright interest in images, floor plans, and other copyrighted works to be submitted to the *MLS Database* whenever the interest is held by a party other than the submitting *Listing Broker* or the *Subscriber* affiliated with the *Listing Broker*.

A provision like the following should be included in each agreement with a photographer: "Photographer assigns all right, title, and interest, including copyrights and all intellectual property rights, in photographs to the broker and agrees to execute any further documents which may reasonably be necessary to effect this assignment."

### 3. General Requirements

- A. Images should depict the property available for sale and may not convey any marketing or promotional messages made on behalf of the *Listing Broker* or associated *Subscriber*.
- B. At least one photo must be submitted at the time of a *listing* entry, regardless of property type and status, except where the *Seller* expressly directs that images of the property are not to be submitted. The listing agent must upload other images to the listing within 72 hours, except when the status is in "Coming Soon" or the seller has requested in writing that additional images of the property are not to be submitted.
- C. One photo must be a "curbside" view of the property that shows the property upon arrival. For new construction, an architectural rendering of the exterior elevation or the

floor plan is permitted. For unimproved non-residential properties, a plat or survey of the property is permitted.

- D. One photo is selected to be displayed as the primary photo.
- E. *Subscribers* may not alter or remove the MLS's copyright legend from any image except for a *Listing Broker's* own images.
- F. *Subscribers* may not use the following creative examples of content from a prior listing of a property for a current listing of the property without the express consent of the owner of proprietary rights in the media content: photographs, images, graphics, audio and video recordings, virtual tours, drawings, remarks, document attachments, and narratives related to the listed property.
- G. The MLS may remove any image from the *MLS Database* that does not conform to the MLS's Rules.

#### **4. Requirements Specific to Certain Images and Documents**

##### **A. Listing Photos and Renderings**

- 1) Photos or non-photographic renderings of the subject property may include:
  - the exterior of the subject property (including the grounds and other structures)
  - the interior of the subject property
  - in the case of new construction, the exterior and/or interior of a similar property.
- 2) Photos or renderings for a specific property listed in the MLS may not include:
  - Images of any person — real, animated, computer-generated, or otherwise.
  - Any readable text, graphics, contact information of the list office, list agent(s), co-list agents(s), seller(s) or any other person or service provider involved in the marketing, sale or lease of the property.
  - Any contact or identifying information nor any text or graphics that have been added or superimposed on them.
  - Specifically, images may not include any brokerage firm's or *Subscriber's* identifying or contact information, image of the listing office, listing agent(s), co-listing agents(s), seller(s) or any other person or service provider involved in the marketing, sale, or lease of the property.
  - Any signs or identifying logos.

##### **B. MLS Database Portraits of Subscribers**

Photo portraits or renderings of *Subscribers* may not be included with data for a *listing*, but may be submitted for inclusion in the *MLS Database* for display on materials such as

e-cards, flyers, and CMA cover pages. Typically, the photographer copyrights portraits taken by professional photographers and their use is subject to limitations. A copyright release should be secured for their use. MLS Database photo portraits, while ordinarily individual in nature, may include two or more *Subscribers* working as a group or a team.

### **C. Floor Plans**

A floor plan (including if multiple pages) of the property may be submitted.

### **D. Virtual Tour Links**

The MLS hosts only links to virtual tours, which are hosted by the *Subscriber's* service provider. Virtual tours are subject to the same content limitations as images, except that in no case may any person included in a virtual tour be identifiable or recognizable, and if a virtual tour includes readable text, in a sign or otherwise, its inclusion must be incidental to the purpose of the tour.

### **E. Virtual Staging**

“Virtual Staging” means using software to create a photo or conceptual rendering of what a room or property could look like, if it was staged or lived in.

- 1) Virtually-staged photo(s)/rendering(s) must be disclosed in the MLS.
- 2) Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control is strictly prohibited. For example, editing in a view of a scene that is not physically possible from the specified location in the real world.
- 3) Modifying photo(s)/rendering(s) to exclude visual elements not within a property owner's control is strictly prohibited. For example, removing power lines, water towers, or nearby highways.
- 4) Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. For example, it is permitted to apply digital photos of furniture, mirrors, artwork, plants, etc. into a photo of an empty room, or to remove existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.
- 5) Virtually-staged photo(s)/rendering(s) on either (a) To-Be Built; or (b) Under Construction; is permitted for all facets of real property conveyed to a buyer in a sale.