

**COPYRIGHT TRANSFER AGREEMENT**

1 This Copyright Transfer Agreement (this "Agreement") is entered into as of (*insert date*) \_\_\_\_\_, by and between  
2 \_\_\_\_\_ ("Agent") and \_\_\_\_\_ ("Provider").

3 **RECITALS:** Provider either owns, or will be engaged to produce, materials ("Materials") that Agent wishes to use in connection with listing, selling, or  
4 buying real property (the "Purpose"). The parties wish to enter into this Agreement to ensure Agent owns sufficient rights in the Materials to use them  
5 for the Purpose. The parties agree as follows:

6 **1. WHEN PROVIDER OWNS THE MATERIALS:** With respect to the Materials Provider owns ("Owned Materials"), Provider hereby grants Broker a  
7 perpetual, irrevocable, worldwide, unlimited, non-exclusive, royalty-free license to use the Owned Materials for the Purpose. The nature and scope  
8 of the Owned Materials are described in the attached Exhibit A.

9 **2. WHEN PROVIDER IS CREATING THE MATERIALS:** With respect to the Materials Agent has engaged Provider to create, if any, (the  
10 "Commissioned Materials"), such Commissioned Materials are being developed on a "work made for hire" basis as that term is defined in Section  
11 101 of the U.S. Copyright Act, and Agent will own all right, title and interest in such Commissioned Materials including, without limitation, all copyright  
12 interests. A description of the Commissioned Materials, the fees to be paid for them, and timelines for delivery of them are attached to this Agreement  
13 as Exhibit A. If Commissioned Materials, or any portion of them, are for any reason deemed not to constitute "work made for hire," then Provider will  
14 be deemed to have licensed such Commissioned Materials to Agent as set forth in Section 1.

15 **3. INDEMNIFICATION:** Provider represents and warrants to Agent that: (a) Provider is either the exclusive copyright holder of the Owned Materials,  
16 or owns such license rights in the Owned Materials as are sufficient for Provider to grant Agent the rights granted in this Agreement; and (b) no  
17 Materials will be defamatory or will violate the rights of any third party, including, without limitation, any intellectual property rights, contract rights,  
18 privacy rights, and publicity rights. Provider will indemnify, defend, and hold Agent harmless against any claim, expense, loss, damage, or other  
19 liability, including, without limitation, attorney fees, arising out of or related to a breach by Provider of any Provider warranties in this Agreement.  
20 Provider's indemnification obligation includes third party claims for the infringement of intellectual property rights or other contractual or property  
21 rights.

22 **4. DISPUTE RESOLUTION:** If a dispute arises between the parties relating to or arising out of this Agreement, the dispute will be resolved by binding  
23 arbitration in a proceeding managed by the Arbitration Service of Portland ("ASP") under ASP's then current arbitration rules. The arbitrator's fees will  
24 be shared equally by the parties during the course of the arbitration, but will be recoverable as costs to the prevailing party. The decision of the  
25 arbitrator (or arbitration panel) will be binding, and any party may submit the decision as an enforceable judgment with any court of competent  
26 jurisdiction. Nothing in this Agreement will preclude a party from seeking declaratory or injunctive relief in a court of competent jurisdiction. THIS  
27 AGREEMENT TO MANDATORY ARBITRATION CONSTITUTES A WAIVER OF EACH PARTY'S RIGHT TO A JURY TRIAL, AND IS A CONCESSION  
28 OF A MATERIAL RIGHT.

29 **5. GENERAL TERMS:** Provider is an independent contractor and the relationship created by this Agreement is not an employer and employee,  
30 partnership, agency, joint venture, or franchise relationship. The failure or delay of either party to require performance of, or to otherwise enforce, any  
31 provision of this Agreement will not waive or otherwise limit that party's right to enforce, or pursue remedies for the breach of, any such provision. Any  
32 waiver of a party's rights under this Agreement must be contained in a writing signed by the waiving party. In performing this Agreement, each party  
33 will comply in all material respects with the requirements of all applicable laws, regulations, rules, and orders. This Agreement is binding upon, and  
34 will inure to the benefit of, the successors and assigns of the parties. This Agreement will be governed by and construed in accordance with the laws  
35 of the State of Oregon without regard to Oregon's conflict of law provisions. This Agreement and the attached Exhibit A constitute the entire agreement  
36 between the parties pertaining to the subject matter of the Agreement, and supersede all prior discussions and agreements pertaining to the subject  
37 matter of the Agreement, whether oral or written. All terms of this Agreement, including its recitals, are contractual. This Agreement may be amended  
38 or modified only by a written instrument executed by the parties. Execution of this Agreement may be evidenced by transmission of a digital copy of  
39 an original signature, and delivery of this Agreement so executed will be binding upon the signing party to the same extent as if the original executed  
40 Agreement had been delivered. The parties may execute this Agreement using a digital signature service, and this Agreement so executed will be  
41 binding upon the digitally signing party to the same extent as if the Agreement had been signed in a non-digital manner. If the Provider identified  
42 above is a legal entity, the person signing below on behalf of Provider warrants the individual's authority to execute and deliver this Agreement on  
43 behalf of the entity.

44 Agent \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

45 Provider \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

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