

REALVIDEOTOUR 2019 AGREEMENT

THIS REALVIDEOTOUR AGREEMENT (“AGREEMENT”) is entered into by and between **3db Productions, LLC** (“3db Productions”) located at 4921 Fountain Street, Boulder, Colorado 80304 (303.478.4264) and the **Realtor** listed below:

In exchange for Realtor’s agreement to pay for each RealVideoTour requested, and the parties’ agreement to be bound by this Agreement, 3db Productions, LLC will provide a RealVideoTour for each property address as requested by Realtor during the Term of this Agreement.

Term: This Agreement will cover all RealVideoTours requested by Realtor for the period January 1, 2019 to December 31, 2019.

RealVideoTour Packages: (Determined by Realtor on a case-by-case basis)

- **Real Estate Photos:** **\$175.00**
(Up to 25 Real Estate Photos (using High Dynamic Range (HDR) techniques), Web and Print-sized images provided.)
- **Real Estate Photos + 2-minute Zillow Video:** **\$200.00**
(Up to 25 Real Estate Photos + 2-minute Zillow Video loaded only on Zillow.com)
- **RealVideoTour Walkthrough Tour:** **\$275.00**
(Up to 30 Real Estate Photos, High Definition Video Walkthrough uploaded to MLS, Zillow.com, and Realtor.com, and posted to RealVideoTour social media sites. For listings larger than 5000 SqFt and/or lot sizes larger than 3 acres, please see the Custom RealVideoTour.)
- **RealVideoTour Full Real Estate Video:** **\$400.00**
(Up to 30 Real Estate Photos, High Definition Video, royalty-free music, animated titling, uploaded to MLS, Zillow.com, and Realtor.com, and posted to RealVideoTour social media sites. For listings larger than 5000 SqFt and/or lot sizes larger than 3 acres, please see the Custom RealVideoTour.)
- **Custom RealVideoTour** **\$TBD (Based on hourly rate)**
(Listings larger than 5000 SqFt and/or lot sizes larger than 3 acres, will be charged at the hourly rate).

RealVideoTour Add-Ons: (Determined by Realtor on a case-by-case basis)

- **Immersive Tour** **\$75 (for Photo or Video packages)**
- **Aerial Photos** **\$175 for up to 10 photos**
- **Aerial Photos and Video** **\$250 for up to 10 photos and up to 5 video clips**
- **Cinemagraphs and Time Lapses** **\$25 / Clip for Video packages**
- **Evening Exterior Photo** **\$125 (1st view) + \$25 (2nd view)**
- **Additional Real Estate Photos** **\$5 / Photo**
- **Travel outside Boulder County** **Starts at \$25**
- **Personal Voice Over** **\$75**
- **Professional Voice Over** **Starts at \$175 (for a 35 sec Read)**
- **Same day delivery (by 4:00pm)** **\$125 (must book for a morning shoot)**
- **Stock Real Estate Photos** **\$15 / Photo**

Additional Terms and Conditions

1. Unless the Realtor or a Homeowner is present at the time the tour is filmed, or the Realtor has made prior requests regarding shot selection, video and photographs will be taken at the discretion of 3db Productions. 3db Productions will have no liability for video or photograph selection.
2. The price of the RealVideoTour includes photographs, video filming, editing, production, and posting on a custom RealVideoTour Web Page. 3db Productions will present the final photographs and video for review by 4:00pm the next business day and will allow one iteration for changes. Additional iterations, consultations, or special projects (ie. Exterior only photos, interior only photos, etc.) will be billed at a rate of \$75 per hour with a \$100 minimum charge. Realtor agrees to pay for each RealVideoTour and all iterations provided by 3db Productions within 10 days of the date of 3db Productions' Invoice. Invoices may be paid by check, Venmo, or with a credit card via an on-line invoice with PayPal. If PayPal is used, there will be a 3% convenience fee added to the invoice.
3. The parties agree that RealVideoTour selections and Extras may be ordered via the on-line booking system at <http://www.realvideotour.com>, or via email by sending such orders to 3db Productions at david@realvideotour.com or via telephone. All orders or requests made by Realtor will be covered by this Agreement.
4. After the RealVideoTour has been processed, it will be posted on a custom RealVideoTour Web Page and links will be posted to the appropriate MLS systems for the life of the listing with the Realtor. Realtor may, if they wish, create a link on their web site to the RealVideoTour. Realtor agrees to indemnify, defend and hold harmless 3db Productions and each of its employees, agents, and insurers from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees and court costs) which in any way result from or arise out of the posting of the RealVideoTour on any Web Site or the transmission by email of the RealVideoTour. In addition, Realtor agrees to indemnify, defend and hold harmless 3db Productions and each of its employees, agents, and insurers from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees and court costs) which in any way result from or arise out of any of 3db Productions' activities while shooting the RealVideoTour on the Homeowner's premises.
5. 3db Productions will not be responsible for any delays or inaccurate Web Site postings caused by incorrect or missing information.
6. The RealVideoTour will become inactive and removed from the RealVideoTour Web Site upon request of the Realtor or when the listing contract expires or is removed from the MLS (Multiple Listing Service). The RealVideoTour may remain on the RealVideoTour Web Page after the listing is no longer active on the MLS only at the discretion of 3db Productions.
7. All images and media are the sole property of 3db Productions, and 3db Productions reserves all rights to these images, media, and content. 3db Productions grants Realtor a non-exclusive, worldwide, royalty-free license to use any images or media provided to Realtor under

this Agreement for Realtor's own purposes in marketing the property shown in said images. The Realtor may use said images or media "as is" (*i.e.*, Realtor may not edit said images or media in any way). **This license does *not* authorize the sale or transfer of the images or media provided under this Agreement to any other person or entity.**

8. Homeowner or Realtor is responsible for the appearance of the premises. The RealVideoTour of the premises will be shot either "as is" or, subject to Paragraph 4 above, 3db Productions may, at its discretion, make temporary changes to the interior or exterior in order to enhance the appearance of the subject of the shoot (e.g., open a curtain, move a piece of furniture, straighten a picture hanging on the wall).

9. Realtor may reschedule a RealVideoTour shoot only if done so more than twenty-four hours prior to the time originally scheduled for the shoot; otherwise, a cancellation fee equal to \$100 will be assessed.

10. RealVideoTours may not be cancelled after 3db Productions appears at the RealVideoTour site.

11. Realtor grants to 3db Productions a non-exclusive, worldwide, royalty-free license to use Realtor's trademark and name solely in connection with the RealVideoTour to be posted on 3db Productions' Web Site pursuant to this Agreement. 3db Productions acknowledges that Realtor owns said trademark and name and that nothing in this Agreement will give 3db Productions any right, title, or interest in or to said trademark or name other than the license granted in this Agreement.

12. Each party represents and warrants that it has full power and authority to enter into and perform this Agreement.

13. This Agreement will be governed by the laws of the State of Colorado without regard to the conflicts of law principles thereof. Any action or proceeding arising from or relating to this Agreement or 3db Productions' Web Site must be brought in a state court in Boulder, Colorado, and each party irrevocably submits to the jurisdiction and venue of such courts.

14. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous agreements among the parties, written and oral, in respect of the subject matter hereof. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by each party.

By their signatures below **OR** by clicking the acceptance box in the on-line agreement process, and for good and sufficient consideration as set forth above, the parties agree to be bound to and by this Agreement.

FOR: 3db Productions, LLC

Signature: 

Name: David F. Bremner

Title: President: 3db Productions, LLC

Date: January 1, 2019

FOR: Realtor

Signature: _____

Name: _____

Address: _____

Phone: _____

Title: _____

Date: _____