

REALVIDEOTOUR 2021 AGREEMENT

THIS REALVIDEOTOUR AGREEMENT (“AGREEMENT”) is entered into by and between **3db Productions, LLC** (“3db Productions”) 303.478.4264 and the **Agent** listed below:

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

Term: This Agreement will cover all RealVideoTours requested by the Agent for the period January 1, 2021 to December 31, 2021.

RealVideoTour Standard Packages: (Determined 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.)
- **Bronze Video Package:** **\$225.00**
(HD-720p Short “Teaser” video (does NOT include color correction editing, royalty-free music, or labels) uploaded to the MLS and zillow.com. Includes up to 25 Photos)
- **Silver Video Package:** **\$325.00**
(Full HD-1080p video, fully color corrected, royalty-free music (does NOT include labels), uploaded to the MLS and zillow.com, and posted to the RealVideoTour Facebook biz page. Includes up to 30 Photos. Homes above 3500 SqFt – please call.)
- **Gold Video Package:** **\$425.00**
(Full HD-1080p Video, fully color corrected, royalty-free music, labels, 1 time-lapse video clip, uploaded to the MLS and zillow.com, and posted to the RealVideoTour Facebook biz page. Includes up to 35 Photos. Homes above 3500 SqFt – please call.)

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

- **Aerial Real Estate Photos:** **\$175.00**
(Up to 10 Aerial Real Estate Photos (using High Dynamic Range (HDR) techniques), Web and Print-sized images provided.)
- **Silver Video Package w/ Aerial Photos:** **\$500.00**
(Full HD-1080p video, fully color corrected, royalty-free music, (does not include labels), aerial photos, uploaded to the MLS and zillow.com, and posted to the RealVideoTour Facebook biz page. Includes up to 40 Photos. Homes above 3500 SqFt – please call.)
- **Gold Video Package w/ Aerial Photos:** **\$575.00**
(Full HD-1080p video, fully color corrected, royalty-free music, labels, 1 time-lapse video clip, aerial photos, uploaded to the MLS and zillow.com, and posted to the RealVideoTour Facebook biz page. Includes up to 40 Photos. Homes above 3500 SqFt – please call.)
- **Gold Video Package w/ Aerial Photos and Video:** **\$650.00**
(Full HD-1080p video, fully color corrected, royalty-free music, labels, 1 time-lapse video clip, aerial media (photos + video), uploaded to the MLS and zillow.com, and posted to the RealVideoTour Facebook biz page. Includes up to 40 Photos. Homes above 3500 SqFt – please call.)

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

- **3D Home Tour Only (no Photos):** **\$200.00**
(3D Home Tour, uploaded to MLS and zillow.com. 1st floor included, \$25 per additional floor. Photos NOT included. Homes above 3500 SqFt – please call.)
- **Silver Video Only (no Photos):** **\$250.00**
(Full HD-1080p video, fully color corrected, royalty-free music, (does not include labels), uploaded to the MLS and zillow.com, and posted to the RealVideoTour Facebook biz page. Photos NOT included. Homes above 3500 SqFt – please call.)
- **3D Home Tour + Silver Video (no Photos):** **\$325.00**
(Includes BOTH the 3D Home Tour and the Silver Video outlined above. Photos NOT included. Homes above 3500 SqFt – please call.)

RealVideoTour Add-Ons to Above Packages: (Determined on a case-by-case basis)

- **3D Home Tour** **\$75 (First floor) + \$25 (per additional Floor)**
- **Floor Plan (requires 3D Home Tour)** **\$75 (Must also do a 3D Home Tour)**
- **Additional Real Estate Photos** **\$5 / Photo**
- **Aerial Photos** **\$175 for up to 10 photos**
- **Aerial Photos/Video** **\$250 for up to 15 Media (photos + video clips)**
- **Time Lapse Clip** **\$25 / Clip for Video packages**
- **Evening Exterior Photo** **\$125 (1st view) + \$25 (2nd view)**
- **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 a morning appointment)**
- **Stock Real Estate Photos** **\$15 / Photo**

Additional Terms and Conditions

1. Unless the Agent or a Representative is present at the time the tour is filmed, or the Agent 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 media for review by 4:00pm the next business day (NOTE: Floor Plans can take up to 2 business days to complete) 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. Agent 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, Zelle, or with a credit card via an on-line invoice such as PayPal. If a credit card is used, there will be a 3% convenience fee added to the invoice.

3. The parties agree that RealVideoTour selections and Add-Ons may be ordered via the on-line booking system at <https://www.realvideotour.com>, or via email by sending such orders to 3db Productions at david@realvideotour.com or via telephone. Only *one* RealVideoTour per property may be booked at any time. All orders or requests made by the Agent 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 Agent. The Agent may, if they wish, create a link on their web site to the RealVideoTour. The Agent 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, the Agent 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 Agent 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 the Agent a non-exclusive, worldwide, royalty-free license to use any images or media provided to Agent under this Agreement for the Agent's own purposes in marketing the property shown in said images. The Agent may also use said images for future self-marketing purposes. The Agent must use said images or media "as is" (*i.e.*, the Agent 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. The Agent 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, etc.).

9. The Agent 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. The Agent grants to 3db Productions a non-exclusive, worldwide, royalty-free license to use the Agent'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 the Agent 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, 2021

FOR: Agent

Signature: _____

Name: _____

Address: _____

Phone: _____

Title: _____

Date: _____