

## REALVIDEOTOUR 2023 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 media shoot requested, and the parties’ agreement to be bound by this Agreement, 3db Productions will provide a media shoot as requested by the Agent during the Term of this Agreement.

**Term:** This Agreement will cover all media shoots requested by the Agent for the period January 1, 2023 to December 31, 2023.

### **Media Packages: (Determined on a case-by-case basis)**

- **Real Estate Photos:** **\$175**  
(Up to 25 Real Estate Photos **OR** up to 10 Aerial Photos (using High Dynamic Range (HDR) techniques), Web and Print-sized images provided.)
- **3D Home Tour Package:** **\$250**  
(Interactive 3D Home Tour uploaded to the MLS and zillow.com. Tour includes up to 1000 sqft - \$25/additional 1000 sqft, uploaded to the MLS and zillow.com. Includes up to 25 Photos)
- **Video Tour Package:** **\$350**  
(FHD (1080p) video, fully color corrected, and royalty-free music with video link uploaded to the MLS. Includes up to 30 Photos.)
- **The Works Package:** **\$650**  
(4K (2160p) video, fully color corrected, royalty-free music, labels, and aerial media with video link uploaded to the MLS. Includes: up to 40 Photos; 3D Home Tour up to 1000 sqft - \$25/additional 1000 sqft; and Floor Plan up to 1000 sqft - \$25/additional 1000 sqft.)

### **Media Add-Ons to Above Packages: (Determined on a case-by-case basis)**

- **3D Home Tour** **\$75 (1<sup>st</sup> 1000 sqft) + \$25 (per additional 1000 sqft)**
- **Floor Plan** **\$75 (1<sup>st</sup> 1000 sqft) + \$25 (per additional 1000 sqft)**
- **Additional Photos** **\$5 / Photo**
- **Aerial Media** **\$10 / Media (photos or video clips)**
- **Evening Exterior Photo** **\$125 (1<sup>st</sup> view) + \$25 / Additional views**
- **Social Media Video** **\$50 / Video (extracted from Video Tour)**
- **Time Lapse Clip** **\$25 / Clip add to Video Tour**
- **Personal Voice Over / Cameo** **\$100 + \$25 / Cameo video clip**
- **Video Tour mp4 file** **\$50**
- **Professional Voice Over** **Starts at \$200 (for a 35 sec Read)**
- **Travel outside Boulder County** **Starts at \$25**
- **Same day delivery (by 4:00pm)** **\$150 (must book a morning appointment)**
- **Stock Media for continuous use** **\$15 / Photo and \$30 / Video clip**

## **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 media shoot 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 24 hours 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 \$85 per hour with a \$100 minimum charge. Agent agrees to pay for each media shoot 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 4% convenience fee added to the invoice.
3. The parties agree that media 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 [david@realvideotour.com](mailto:david@realvideotour.com) or via telephone. Only *one* media shoot 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 media 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 active 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 performing the media shoot on the 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 photos, video, and media are the sole property of 3db Productions, and 3db Productions reserves all rights to these photos, video, media, and content. 3db Productions grants the Agent a non-exclusive, worldwide, royalty-free license to use any photo, video link (NOTE: the final edited mp4 video file is sold separately – see Add-Ons), or media provided to Agent under this Agreement for the Agent's purpose of marketing the property shown in said media so long as the Agent is the Listing Agent. The Agent may also use said photos for future self-marketing purposes so long as the Agent uses said photos "as is" (*i.e.*, the Agent may not edit said photos in any way). **This license does *NOT* authorize the transfer of the photos or media provided under this Agreement to any other person**

or entity except the MLS system(s). This license does **NOT** authorize the sale of the photos or media provided under this Agreement to any other person or entity.

8. The Agent is responsible for the appearance of the premises. The media 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 media 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. Media shoots 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, 2023

**FOR: Agent**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_