

REALVIDEOTOUR 2023 AGREEMENT FOR PERPETUAL USE

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

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

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

Media Packages:

- **Real Estate Photos:** **\$250**
(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:** **\$350**
(Interactive 3D Home Tour. Tour includes up to 1000 sqft - \$25/additional 1000 sqft. URL link provided. Includes up to 25 Photos)
- **Video Tour Package:** **\$450**
(FHD (1080p) video, fully color corrected, and royalty-free music uploaded to the MLS. Video file provided in mp4 format. Includes up to 30 Photos.)
- **The Works Package:** **\$750**
(4K (2160p) video, fully color corrected, royalty-free music, labels, and aerial media. Video file provided in mp4 format. 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.)

Add-Ons:

- **3D Home Tour** **\$100 (1st 1000 sqft) + \$25 (per additional 1000 sqft)**
- **Floor Plan** **\$100 (1st 1000 sqft) + \$25 (per additional 1000 sqft)**
- **Additional Photos** **\$10 / Photo**
- **Aerial Media** **\$15 / Media (photos or video clips)**
- **Evening Exterior Photo** **\$150 (1st view) + \$25 / Additional views**
- **Social Media Video** **\$75 / Video (extracted from Video Tour)**
- **Time Lapse Clip** **\$50 / Clip add to Video Tour**
- **Travel outside Boulder County** **Starts at \$25**
- **Stock Media for continuous use** **\$15 / Photo and \$30 / Video clip**

Additional Terms and Conditions

1. Unless the Agent is present at the time the media is shot, the media will be taken at the discretion of 3db Productions. 3db Productions will have no liability for media shot selection.
2. 3db Productions will present the final 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 editing 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 the media shoot and all iterations provided by 3db Productions upon receipt of 3db Productions' Invoice. Invoices may be paid by check, Venmo, or with a credit card via an on-line invoice with 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 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 "cloud" storage service (like Dropbox) for downloading. 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 media on any Web Site or the transmission by email of the media. In addition, 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 media will become inactive and removed from the "cloud" storage service upon acceptance of the media and a successful media download.
7. All media shall be co-owned by the Agent and 3db Productions and both the Agent and 3db Productions reserves all rights to these images.
8. Unless prior arrangements have been made, the Agent must be present at the time the media shoot is scheduled to be shot. 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, in 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. 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 media shoot site.

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

12. 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.

13. 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: _____

e-Mail: _____
Phone: _____
Date: _____