

## Agreement for Property Video Tours

This contract is valid for all subsequent tours. By signing this agreement, the Client agrees to the following terms:

I. *Payment.* The Client agrees to pay a deposit of at least 50 percent of the base tour price plus mileage fees in advance of a video shoot. The balance of all fees (including customized link, Realtor.com link, and similar add-ons if ordered) is due within a week after receiving a first-draft URL link to a video. The Client's deposit is nonrefundable unless a Stellar Media cameraperson fails to attempt to shoot the property, or unless the Client calls off the shoot at least 48 hours prior to the shoot for whatever reason (ex. the house goes under contract, the Client changes his/her mind).

II. *Mileage Fees.* The Client agrees to pay a mileage fee of 50 cents per roundtrip mile to and from the property. Mileage is assessed, at most, between the heart of Downtown Asheville and the property or between Stellar Media's Waynesville headquarters and the property, whichever is shorter. (NOTE: Scheduling several tours in a day's timeframe and close to one another can cut down on mileage costs. In cases when we are shooting other properties for other clients, mileage fees will be appropriately shared between clients for a cost-savings to each client.)

### III. *Reshooting Guidelines.*

a. Stellar Media is not obligated to shoot or reshoot homes or property under the following circumstances:

- when homes/property have not been tidied up or cleaned.
- when inadequate directions were provided - or the home's accessibility is difficult - and the cameraperson could not reach the home/property in a reasonable timeframe.
- when a home is perceived by the cameraperson as unsafe due to dogs, pestilence, uncleanliness, or other hazards.
- when the lighting in the home is poor.
- if, before the shoot, the Client failed to point out a particular feature or room of a home he or she wanted to be taped, resulting in that feature or room not being included in the video.

b. If the Client wishes for some or all of a home or property to be reshot for any of the above reasons, the Client agrees to pay a reshooting fee on top of the regular mileage fee per roundtrip mile. If a client does not wish to pay the reshooting fee and does not wish the video to be produced, anything over and above a 50 percent deposit will be refunded, but the 50 percent deposit will not be refunded.

IV. Stellar Media retains ownership and creative copyright to all of its videography of homes and properties and may use such videography in demos, on its own websites, and the like. In purchasing a tour, Client is actually contracting for the use of the video tour for the length of the listing or for six months, whichever is shorter. After six months, if the listing is still active, there will be a one-time bandwidth fee of \$25 per six months of use or for the remainder of the listing, whichever is shorter. Stellar Media video tours may only be hosted on servers owned by Stellar Media, such as viewstreaming.com, and may not be transferred to the Client's or any third-party server without the express written permission of Stellar Media.

V. Should a given property be listed again by a different Realtor or Agent, or sold by the owner or a new owner, Stellar Media may sell rights for use of the video at a discounted rate. In such a case, the Client who originally contracted the video tour will receive *at least* a \$25 credit toward purchase of future video tours.

VI. The Client agrees to provide adequate and accurate information to Stellar Media about a given home/property for the voiceover narration. Failure to provide such information in a timely manner may delay a first draft being produced.

VII. Stellar Media will make editing changes suggested by the Client to the Client's first-draft video at no extra cost, and a final-draft video link will be provided that is appropriate for the MLS, for emailing, and for linking to websites. Stellar Media will correct the final-draft tour at no charge if new errors were introduced

since the first draft; however, we may assess a fee for making to a final draft any changes that could have been noted by the Client after viewing the first draft.

VIII. Failure on the part of the Client to pay for any services rendered may result in a Client's video tour(s) in question being taken offline with or without notification.

The Above Terms Agreed upon this \_\_\_\_ day of \_\_\_\_\_, 2008.

Client signature:\_\_\_\_\_

**Please fax a signed copy of this contract to (828) 418-1002 or email a scanned copy to: *info@stellarmediaonline.com*. It may also be mailed to: Stellar Media, P.O. Box 608, Maggie Valley, NC 28751. Thank you! We look forward to getting started.**