



DEELICIOUS WEB DESIGN

VIRTUAL TOUR SERVICES

Contact Name _____

Phone _____ FAX _____

Company/Client _____

Address _____

City _____ State _____ ZIP _____

E-mail address _____

The above named client desires Deelicious Web Design to enter into a VIRTUAL TOUR AGREEMENT with the following conditions:

1. Authorization:

The above-named client is engaging Deelicious Web Design, located at 250 North Main St., Warsaw, NY 14569, as an independent contractor for the specific project of developing a virtual tour to be installed on the World Wide Web.

2. Ownership:

Virtual Tours created by Deelicious Web Design are owned by the client. Still or virtual photos taken by our photographer may be used for other advertising purposes per client request at no charge.

3. Confidentiality:

Deelicious Web Design will not share any private or personal information obtained while creating a Virtual Tour including MLS login information, property owner discussions with the photographer and property information obtained in the MLS.

4. Hosting:

Deelicious Web Design will host every Virtual Tour purchased for one year from launch date. After one year, the tour may be reposted at the current fee. Virtual Tours may be hosted on client's servers by request at no charge.

5. Timeliness:

All Virtual Tours purchased will be posted within 48 hours of the photography session. A link of the tour and all still photos will be delivered by email to the client for entry onto any MLS of choice.

6. Cancellation Policy:

Deelicious Web Design requires a 24-hour notice to cancel a photography session. Failure to cancel 24-hours before the session may incur a scheduling fee.

7. Pricing:

All Virtual Tour prices are subject to change. Any price changes will be discussed with the client before a photography session is scheduled. Additional services requested beyond the Classic Virtual Tour Package may incur additional charges. An additional charge may incur for Virtual Tours outside a 30-mile radius of Warsaw, NY.

8. Rescheduling:

Deelicious Web Design has the right to reschedule a photography session at any time.

9. Virtual Tour Information:

Deelicious Web Design is not responsible for information presented in the Virtual Tours as obtained from the client or from the client's MLS.

10. Changes:

Price and description changes may be requested at any time for no additional charge.

11. Payment of Fees:

Fees to Deelicious Web Design are billed on the 1st of each month and due on the 15th of the month in full. Failure to pay fees on time may result in a penalty fee or removal of Virtual Tours from our server.

12. Legal Information:

Deelicious Web Design does not warrant that the functions contained in the Virtual Tours will meet the client's requirements or that the operation of the Virtual Tours will be uninterrupted or error-free. The entire risk as to the quality and performance of the Virtual Tours is with the client. In no event will Deelicious Web Design be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Virtual Tours, even if Deelicious Web Design has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

13. Entire Understanding:

This contract constitutes the sole agreement between Deelicious Web Design and the Client regarding Virtual Tour Services. It becomes effective only when signed by both parties. Regardless

of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Wyoming County, New York, US and any dispute will be litigated or arbitrated in Wyoming County, New York, US. This agreement shall be governed and construed in accordance with the laws of the State of New York, United States.

Classic Virtual Tour Includes:

- 7 Virtual Tour Images
- 10 Still Images
- Price and description of property
- Link to property location on Yahoo Maps
- Realtor contact information
- Hosting of tour for 1-year

Price: \$130.00 / Virtual Tour (*subject to change)

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business. No responsibility will be accepted for digital or photocopied signatures.

On behalf of The Client

Date

On behalf of Deelicious Web Design

Date