

Waiver of Liability and Assumption of Risk Agreement

Use of Premises

By ordering services from Luxhunters Productions, the Client agrees to the entirety of the following Agreement for any and all productions or work associated with this project. We hope these policies are helpful and instructional as we work together to create beautiful content for your marketing needs.

WAIVER:

In consideration of the service(s) to be conducted and project(s) to be produced at the premises, its satellite, or other extensions of said premises related to this project, I, myself, my business, or any other entity I represent including my broker, clients, heirs, representatives or assignees, do hereby release, waive, discharge, and covenant not to sue Luxhunters Productions, hereafter referred to as "Luxhunters Productions," its trustees, directors, officers, employees, contractors, and/or agents from liability from any and all claims including negligence resulting in personal injury, accidents, or illnesses (including death) and property loss arising from the use of or presence at said premises.

INDEMNIFICATION AND HOLD HARMLESS:

I also agree to indemnify and hold harmless Luxhunters Productions, LLC, its trustees, directors, officers, employees, contractors, and agents, from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of this project and the use of premises.

ASSUMPTION OF RISK:

Production during the current California [Executive Order N-33-20](#) stipulates certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, or illnesses. I have read the previous paragraphs and I know, understand, and appreciate these and other risks are inherent in the activity I am participating in. I hereby assert that my participation and position is voluntary and that I knowingly assume all such risks.

Terms of Service

SERVICE & PRODUCTION REQUESTS:

To ensure the best results of the service & production requested, please be sure the property is ready prior to the scheduled call time.

- It is the Client's responsibility to ensure that the property is ready at the arranged time.
- For liability, Luxhunters Productions does not handle any cleaning, dusting, or moving of furniture or decor. We are not able to physically move or remove property signs.
- The Client in regard to the property shall ensure that there are no hazards to Luxhunters Productions or its employees at the site.
- Luxhunters Productions will work with the Client in regard to the property owner's pets. If pets will be an issue please make a note of it when services are ordered.
- Luxhunters Productions, will be photographing and filming throughout the entire property. Utility rooms and closets are typically not included, but if you would like those included please let an employee of Luxhunters Productions know prior to the shoot.
- If there is predictable bad weather, the Client must reschedule with us at least 24 hours before the shoot. Last minute postponements or cancellations are subject to a fee.

WORK PRODUCT OWNERSHIP:

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Luxhunters Productions shall be the exclusive property of Luxhunters Productions. Luxhunters Productions

reserves the right to use video, and photos for advertising, display, publication, or other purposes. All photos, samples, videos, and proofs remain the exclusive property of Luxhunters Productions unless waived by amendment to this agreement. Unauthorized use of photographs/video is a copyright violation and will result in the termination of this contract.

TURNAROUND TIME:

Creating quality content takes time. Once on site, Luxhunters Productions will need 1-4 hours depending on the services requested. Delays that may arise could affect or jeopardize the production schedule and turnaround time for delivery.

- 1-2 business day for photos (next day by noon)
- 1-2 business days for twilight photos
- 2-3 days for virtual staging photos
- 1 business day for 3D virtual tours (Matterport)
- 1-2 business days for 2D floor plans
- 1 business day for dedicated property websites
- 1-2 business days for 30-45 second highlight videos
- 2-3 business days for 1-2 minute cinematic videos
- 7-12 business days for creative projects
- 1-2 Business days for Photo Revision Requests (\$20/photo)
- 1-2 Business days for Video Revision Requests (One complimentary revision; \$100/additional revision)
- Same-day photo rush delivery (\$100)*
- Next-day video rush delivery (\$200)*

*Luxhunters Productions may not always be able to provide these services.

TRAVEL COST:

In the event that travel is needed outside our standard service area, there will be an additional \$100 per hour travel fee. This fee covers our Creative Specialists' time and operating costs.

WEEKEND FEE:

Weekend shoots are subject to availability. In the event that a weekend shoot is requested, there will be an additional \$300 weekend fee. This fee covers overtime for our Creative Specialists and operating costs.

3D MATTERPORT VIRTUAL TOURS:

- 3D Matterport Virtual Tours include free hosting for 3 months.
- After 3 months, 3D Matterport Virtual Tours will be archived and the branded and unbranded links will no longer be active.
- Extended hosting is available for \$60 Annually per Active Scan (12 months of hosting).

VIDEO EDITING & POST-PROCESSING:

Luxhunters Productions property videos typically follow a format of drone footage followed by property walk-through, with royalty free music. If another format is needed, the Client must provide specific

requirements or details to Luxhunters Productions prior to the start of the shoot.

- After content is delivered, please let us know within 2 business days if you have any changes (limit one revision) you would like to make.
- After 2 business days, we will consider the project completed and any changes may be subject to additional fees (\$100/hour).

CANCELLATION & POSTPONEMENT POLICY:

Luxhunters Productions understands that sometimes schedule adjustments are necessary. Therefore, we offer some flexibility for the Client to cancel or postpone projects. The Client must notify Luxhunters Productions of any necessary changes to the schedule 24 hours in advance.

- Any appointment canceled or changed without 24-hour notice will result in a \$300 fee.
- Any appointment missed (Once an employee of Luxhunters Productions is on site and is unable to shoot the property), there will be a 50% charge of the total invoice and/or no return of the deposit.
- Any appointment delayed by more than half an hour will be subject to a rescheduling fee (\$150-\$300). Our team is required to leave at the end of the scheduled shoot if they have another

appointment, and we will need to reschedule if the project is incomplete. The agent assumes all responsibility for delays.

- Reschedules will be subject to availability at standard rates (\$150-300).

WEATHER POLICY:

There may be events when services cannot be fulfilled due to weather. In those circumstances, the decision about the shooting is up to the Client. If the Client proceeds with production, Luxhunters Productions will provide to the best of our ability to complete the shoot. If additional outdoor production is required on another day with better weather, standard rescheduling rates will apply. If there is predictable bad weather, please reschedule with us at least 24 hours before the shoot. Cancellations must be made 24 hours in advance.

- Reschedules will be subject to availability.

LIMITED LICENSING RELEASE:

In order to provide the Client with the best service and support at reasonable pricing, Luxhunters Productions does not sell exclusive rights to the Work Product, content, or intellectual property produced. Luxhunters Productions licenses their use. The fee quoted is dependent on (1) payment of the invoice in full prior to the scheduled

production call time, and (2) using the video/photographs only as indicated.

- Only the Client has permission to use the delivered photos and video on any electronic or printed forms of advertisement for the promotion of the listing.
- Builders, Stagers, Designers, or “Third Parties” that wish to use Photographs or Video must contact Luxhunters Productions directly for licensing and fees.
- For image integrity and quality control Luxhunters Productions asks that photographs and video not be heavily altered once delivered. Re-sizing is an exception.
- Photographs and video cannot/will not be made available to another real estate agent or person who takes over an expired or withdrawn listing.

USAGE:

The Work Product provided by Luxhunters Productions may be uploaded to any social media or MLS listing services by the Client, solely for the promotion of the listing during the pendency of this Agreement. However, regardless of any terms and conditions of the MLS, at no time does this Agreement provide the right to transfer copyright, licenses, or any other exclusive rights as provided by the Copyright Act 17 U.S.C § 106.

MEDIA RELEASE:

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of my image and likeness.

I am 20 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

PROPERTY OWNER APPROVAL:

The Client may need to obtain a written signed approval from the property owner prior to servicing or producing the Work Product. Luxhunters Productions can provide (at request) a written approval form. Luxhunters Productions makes every effort to maintain the privacy of the property owner's neighbors. All footage is focused on the property being filmed and Luxhunters Productions will do their best to respect the privacy of anyone not directly involved. If necessary, the

Client may be required to ask for permission from neighbors before Luxhunters Productions begins filming.

SEVERABILITY:

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PAYMENT & LATE FEES:

Payment is due before the project date unless stipulated otherwise for special circumstances. Overdue payments are subject to a \$50/month late fee at our discretion. Payments overdue past a month are subject to an additional \$50/month or 10%/month late fee at our discretion. Booking a service with us means you agree to and understand the payment schedule on your quote/order and the applicable late fees for non-payment.

ACKNOWLEDGEMENT OF UNDERSTANDING:

I have read the entirety of this Agreement, waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature or decision to proceed with Luxhunters Productions servicing or producing the Work Product to be a complete and unconditional release of all liability to the greatest extent allowed by law.