

**WHIRLYBIRD AERIAL SERVICES**

**AGREEMENT FOR SERVICES – COMMERCIAL CLIENT**

This agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Client") and WhirlyBird Aerial Services, ("WBAS") for services to be rendered at \_\_\_\_\_.

For the purposes of this agreement, "images" represents video or photographic digital images.

Services requested:

Charges for services rendered is estimated to be: \_\_\_\_\_

No part of any order, including low-resolution previews, will be delivered to the Client until the agreed upon balance is paid in full.

The Client agrees that all monies owed to WBAS will be paid in full upon receipt of the images. The Client acknowledges that WBAS may require a 25 percent non-refundable deposit on jobs that are over 100 acres or that are further than 30 miles away from WBAS offices. WBAS may, at its discretion, lower the amount of the deposit or nullify the requirement of a deposit.

WBAS reserves the right to amend the service charges due to complexity of property layout and limitations of maneuverability of the unmanned aerial vehicle (UAV). Any potential service charge changes will be communicated by WBAS to the Client upon visual inspection of the property.

If WBAS cannot perform this agreement due to fire or other casualty, strike, act of God, illness, emergency, or other cause beyond the control of the parties, WBAS shall return any deposit or fee to the Client but shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of WBAS. In the event WBAS fails to perform for any other reason, WBAS shall not be liable for any amount in excess of all monies paid.

NOTICE OF LICENSE: Licenses for commercial use are issued on a per-occurrence basis. For example, a single license allows the Client to use the image for one advertisement, whether that be in print, television or online. Additional licenses may be purchased for additional commercial usage. The Client signing this agreement warrants that he or she has actual authority to agree to the use of images in this manner and shall indemnify and defend WBAS in the event of litigation arising out of such use. The images or license usage issued under this agreement may NOT be transferred to third parties by the Client. WBAS agrees to not sell, transfer or otherwise convey the images or the usage rights of the images to a third party without the Client's written consent. **WBAS retains all permanent rights to the images, and all images remain the exclusive property of WBAS.** Images may be used by WBAS for their own promotional purposes.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce the photographs, videos, website content, etc., issued under this agreement without WBAS written permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

This agreement incorporates the entire understanding of the parties and is governed by the laws of Texas. Any modification of this agreement must be in writing and signed by both parties.

X

\_\_\_\_\_  
Marc Mulkey  
Owner/Operator WhirlyBird Aerial Services

X

\_\_\_\_\_  
Client