

WHIRLYBIRD AERIAL SERVICES
AGREEMENT FOR SERVICES – NONCOMMERCIAL 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: _____

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.

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

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: WBAS issues a limited license for the Client to use the digital images supplied under this agreement. 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. Images may be used for non-commercial purposes, such as printing and framing a photograph for display in a personal residence or place of business. Images may NOT be used for commercial purposes, e.g., newspaper ads, television commercials or magazine print ad. If the Client should decide at a later date that they would like to use the image in a commercial manner, they will need to contact WBAS to purchase a commercial use license. The fee for said license will be determined at that time.

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 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