

WHIRLYBIRD AERIAL SERVICES

AGREEMENT FOR SERVICES – REALTORS

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.

By providing the services implied herein, WBAS does not guarantee the sale of any property (personal or real), attachments, improvements, or fixtures photographed.

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.

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: WBAS issues a limited license for the Client to use the digital images supplied under this agreement in his/her RMLS listing and in other promotional materials intended to sell the property under his/her current contract with the property owner. The images issued under this agreement may NOT be transferred to subsequent listing agents or to the property owner in the event that the property does not sell under the terms of the current exclusive listing agreement. 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

Realtor/Client