

## sUAS Service Agreement

This Small Unmanned Aerial System Service Agreement ("sUAS Agreement") is entered into on today's date of: \_\_\_\_\_ (the "Effective Date"), by and between Volare Aerial Videography LLC ("Volare"), of Austin \_\_\_\_\_, Texas and \_\_\_\_\_ ("Customer"), of \_\_\_\_\_ (collectively referred to as the "Parties").

WHEREAS Volare \_\_\_\_\_ provides photography, videography and data collection services ("sUAS Services") using unmanned aerial vehicles ("UAVs"), also known as 'drones', to real estate professionals, real estate developers, property owners, and property management companies, among others.

WHEREAS Volare \_\_\_\_\_ will provide sUAS Services and license its copyright protected photographs, video and/or data to Customer under the terms set forth in this Agreement.

WHEREAS Volare \_\_\_\_\_ provides sUAS Services and operates under FAA Part 107 Regulations, waivers and permissions issued by the FAA and/or Section 333 Exemptions, as required.

WHEREAS Volare \_\_\_\_\_ is insured for liability and property damage coverage for its sUAS Services.

WHEREAS Customer wishes to hire Volare \_\_\_\_\_ to provide sUAS Services and license certain photographs, video and/or data from Volare \_\_\_\_\_ as provided herein.

THEREFORE, in consideration of the mutual agreements hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound hereby, agree as follows:

1. **sUAS Services:** Volare \_\_\_\_\_ will perform the following Services for Customer at and of their property (the "Property") located at \_\_\_\_\_:

- a.  Securing any permissions and authorization for flight from third parties unrelated to the Property as necessary.
- b.  FAA Regulatory Compliance & Reporting.
- c.  Obtaining Aerial Video footage.

- d.  Obtaining Aerial Photographs.
- e.  Performing Post-Production & Editing.
- f.  Other [describe]:

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2. **Service Fee:** Customer will pay Volare the following fee for the sUAS Services ("Service Fee") which includes, travel time, operating the UAV, taking photographs, video and capturing data, editing and post production activities (if any).

- a.  Total Flat\_Rate: To be determined ("TBD")
  
- b.  [Check this box if Volare            is providing a Service Fee estimate]. Estimate will be agreed upon prior to rendering Services and will be approved by Customer in writing and/or by signing the Customer invoice. Volare            agrees not to exceed this estimate without Customer approval.
  
- c. Other Service Fee Conditions: Customer understands that they are paying a Service Fee for the work performed and a separate Copyright License Fee for use and rights in the photographs, video and/or data obtained as part of the sUAS Service as set forth in Addendum A. Describe any other conditions below.

Default License Fee is built into the total flat rate. If Customer            requires more extensive Copyright Licenses, additional fees will be            incurred.

3. **sUAS Service Deliverables:** Volare            will license the following item as set forth in the Copyright License Agreement set forth in Addendum A, to the Customer as part of its sUAS Services [describe raw or post production video, photographs and/or data to be delivered to Customer][describe format

(non-digital /digital/ file format / file size)[describe minimum number of photographs or length of videos as appropriate]:

Volare will provide agreed upon number of photographs and/or videos per prior discussion or the package Customer has chosen (Elevated - 12 photos; Soaring - Video; Pinnacle - 20 photos and Video). Files will be sent to the customer via Dropbox or other electronic means.

4. **sUAS Service Dates:** Customer understands that there are variables, some outside Volare \_\_\_\_\_'s control, which affect Volare \_\_\_\_\_'s ability to fly on any given date and time at any given flight location. These variables include, but are not limited to, compliance with FAA regulations, conditions and limitations, third party permissions, weather conditions and safety issues.

a. Subject to these variables, the Parties will in good faith work together to meet the following timelines:

- i. the UAV flight related activities will take place before or about TBD \_\_\_\_\_, and
- ii. sUAS Deliverables will be provided to Customer before or about 1-3 weeks \_\_\_\_\_.

b. Customer will provide right-of-entry on the project site for Volare \_\_\_\_\_, its agents, representatives, employees and subcontractors, necessary to perform the sUAS Services. Volare \_\_\_\_\_ will obtain all other required permissions in order to provide the Services. In the event, Volare \_\_\_\_\_, for any reason unrelated to Customer's obligations, is unable to secure necessary permissions to perform the Services, Customer shall be entitled to a full refund for any amounts paid for sUAS Services.

5. **Payment Terms:** Customer will pay as follows:

- a.  A deposit is NOT required.
- b.  A deposit is required. If checked, the amount of the deposit, which shall be applied to the Service Fee, 50% of Flat Rate \_\_\_\_\_.
- c. The sUAS Service Fee, minus any deposit, is due:
  - i.  Prior to Delivery of sUAS Service Deliverables.
  - ii.  Within \_\_\_\_\_ calendar days of Customer's receipt of the sUAS Service Fee invoice.
- d. The Copyright License Fee is due:
  - i.  On \_\_\_\_\_.
  - ii.  Prior to delivery of the sUAS Service Deliverables.

6. **FAA Compliance & Insurance:** Volare \_\_\_\_\_ represents that it has obtained all required FAA approvals for the sUAS Services and maintains general liability insurance for bodily injury and property damage with an aggregate limit of One Million \_\_\_\_\_ Dollars (\$1,000,000 \_\_.00) per occurrence. Volare \_\_\_\_\_ will provide Customer with certificates of insurance upon request. Volare \_\_\_\_\_ agrees to hold Customer harmless from any loss, damage, injury or liability arising directly from negligent acts by Volare \_\_\_\_\_, its employees, agents, and/or representatives that are within the limits and coverage of said insurance and paid from the policy.
7. **Intellectual Property.** Volare \_\_\_\_\_ owns any and all right, title and interest in and to, without exception and broadly defined, Copyright Protected Works (as herein defined), including, without limitation, all rights under copyright law in the United States and worldwide and all right to exploit the Copyright Protected Works before, after or during the term of any License to Customer and for any purpose and regardless of the exclusivity of Customer's license and otherwise subject only to the Terms. Works is defined to include all images, videos, graphics, data, and data output, digital or otherwise, including, without limitation, maps, photographs, and videos created and/or generated by Volare \_\_\_\_\_ through, or related to, the use of Unmanned Aerial Systems as part of the sUAS Services and/or Deliverables.
8. **Term.** The Term of this Agreement shall be the Term set forth in Copyright License Agreement set forth in Addendum A.
9. **sUAS Service Warranty/Limitations:** Volare \_\_\_\_\_ will perform sUAS Services with that level of care and skill ordinarily exercised by other UAS professionals practicing in the same discipline(s), contemporaneously under the same circumstances and in the same locality as Customer's project. Volare \_\_\_\_\_ represents and warrants that all content created for or used to create the Copyright Protected Works, including but not limited to text, source code, images, photographs, videos, or designs, will not violate the rights of third parties, including without limitation intellectual property rights and rights of publicity or privacy. No other warranties, express or implied, or fitness for a particular purpose are made with respect to this Agreement or the sUAS Services, Deliverables or License provided hereunder.
10. **Integration and Modifications.** Volare \_\_\_\_\_ hereby incorporates Addendum A into this Agreement. This Agreement constitutes the entire agreement between the parties. The parties further acknowledge that this Agreement supersedes any and all other proposals, agreements, and/or

communications, oral or written between the Parties. No modifications of the Terms and/or Proposal are valid, unless the same is made in a written document executed by both parties.

11. **Governing Law, Venue & Personal Jurisdiction.** Volare \_\_\_\_\_ and Customer consent to the jurisdiction of the State and/or Federal Courts located in Travis \_\_\_\_\_ County, Texas \_\_\_\_\_ for the resolution of any and all disputes between the parties arising out of this Drone Services Agreement and agree that venue will be proper and convenient in Travis \_\_\_\_\_ County, Texas \_\_\_\_\_ and that neither party shall challenge venue in Travis \_\_\_\_\_ County, Texas \_\_\_\_\_. The validity and construction of the Drone Services Agreement, and the rights and duties of the parties thereunder, will be governed in accordance with the laws of the State of \_\_\_\_\_ Texas \_\_\_\_\_.
12. **Survival.** In the event that any of the provisions of the Proposal, including the Terms, is found to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
13. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures transmitted electronically will be treated as originals.

Effective Today: \_\_\_\_\_

Volare Aerial Videography LLC

Patrick Mauldin



By: Patrick Mauldin

Its: Owner

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Addendum A: Copyright License Agreement

**1.0-Incorporation by Reference:** This Copyright License Agreement (“Agreement”) is an Addendum to the sUAS Agreement. All boxes checked below shall apply and govern the Terms of this License of the Copyright Protected Works.

**2.0-The Copyright Protected Works:** Customer agrees that the Copyrighted Works, whether registered or unregistered, are defined to include:

**2.1** All photographs and video taken by Volare \_\_\_\_\_ as part of the sUAS Services or Deliverables, whether raw, edited, unedited, reproduced, copied, modified or sampled by Volare \_\_\_\_\_, Customer or any third party.

**2.2** All data in whatever form, obtained as part of the sUAS Services or Deliverables including data that is input, output, copied, manipulated, incorporated, edited, reproduced or analyzed into or by any third party software.

**3.0-Type of License:** Subject to the Terms and this Agreement, Volare \_\_\_\_\_ grants to Customer a license to use the Copyright Protected Works provided by Volare \_\_\_\_\_.

**3.1 Exclusive:** Customer shall have the exclusive rights in the Copyright Protected Works during the Term of this Agreement.

**3.2 Non-Exclusive:** Customer shall have non-exclusive rights in the Copyright Protected Works during the Term of this Agreement.

**4.0-Assignment:**

**4.1 Assignable:** If checked, a Customer may assign its rights and/or obligations under the Agreement without the approval of Volare \_\_\_\_\_. If the agreement is assignable, Customer agrees as part of any assignment agreement to require to abide by the all of the terms of this Agreement.

**4.2 Non-assignable:** If checked, a Customer may not assign it rights and/or obligations under the Agreement to another party.

**5.0-Scope of Use:** This license allows Customer to the following rights related to the Copyright Protected Works (“Rights”), and subject to all other License provisions herein:

**5.1 Incorporate the Copyright Protected Works into Customer’s original work.**

**5.2 Use the Copyright Protected Works in the following ways [be specific]:**

- For any and all online/offline uses specific to the sale of the Property ONLY for the duration of the current listing agreement with the current Property owner and current Realtor.
- For indefinite personal uses of the Property owner as a keepsake for uses NOT related to the sale of the Property or current listing agreement.

**5.3 Reproduce the Copyright Protected Works.**

**5.4 Prepare derivatives the Copyright Protected Works.**

**5.5 Distribute copies of the Copyright Protected Works.**

**5.6 Display the Copyright Protected Works.**

**5.7 Make Modifications of the Copyright Protected Works.**

**5.8 Commercialize/Market the Copyright Protected Works.**

**5.9 Sell the Copyright Protected Works.**

**5.10 Non-commercial use only.**

**6.0-Territory:** The licensed territory wherein the Customer may exercise Rights is limited to the following:

**6.1 United States of America.**

**6.2 Worldwide.**

**6.3 Other.** \_\_\_\_\_

**7.0-Sublicense:**  If checked, Volare grants to Customer the right to sublicense licensed Rights to a third party. If the agreement is sub-licensable, Customer agrees as part of any sublicense to require the licensee to abide by the all of the terms of this Agreement.

**8.0-Expressly Prohibited Uses by Customer:**

- 8.1 Use that violates the rights of third parties or violates any applicable local, national, state, provincial, and/or international laws, treaties, and regulations:**

**8.2** Claim any proprietary rights of any sort in all or any portion of the Copyright Protected Works, or alter or remove any copyright or proprietary noticed contained in or in the Copyright Protected Works:

**8.3** Use all or any portion of the Copyright Protected Works that could be considered offensive, threatening, pornographic, defamatory or unlawful.

**9.0 -Enforcement of Intellectual Property Rights:** Volare \_\_\_\_\_ reserves the exclusive right, but not the obligation, to enforce all copyrights against infringers at its own cost and to its exclusive benefit.

**10.0 -Term & Termination:** Subject to the Terms mentioned above and this Agreement, the Copyright License granted to Customer by Volare \_\_\_\_\_ shall be in effect for/until the date below, and all such licenses or sublicenses that may have been granted by customer are terminated unless expressly renewed or extended in writing:

10.1 14 days after end or termination of the Property Listing Agreement.

10.2 \_\_\_\_\_ days after the date that the Copyright Protected Works are delivered to Customer.

10.3 On the following date and time \_\_\_\_\_.

10.4 Perpetual and indefinite – ONLY for personal use of Property owner NOT related to sale of Property or current listing agreement.

**11.0 -Obligations Upon Expiration of Term, Termination and/or Cancellation:** Upon expiration of term, termination and/or cancellation of the term or license rights:

11.1 Within 30 days, Customer must return all of the Copyright Protected Works to Volare \_\_\_\_\_ and/or confirm that such Works have been permanently destroyed.

11.2 Customer must cease use, and remove the Copyright Protected Works from the Internet related to the sale of the Property, to the extent that Customer has the access or ability to direct that such works be removed.

**12.0 -License Fee:** Based on the above license grant (check which option applies):

12.1 Customer will pay a one-time License Fee for the use of the Copyright Protected Works in an amount of \$ \_\_\_\_\_.

12.2 Customer will pay monthly License Fee for the use of the Copyright Protected Works in an amount of \$ \_\_\_\_\_ / \_\_\_\_\_, with the first payment due before first use and remaining payments due on the first day of \_\_\_\_\_.



each month thereafter for the Term of the License. A failure to pay such monthly fee when due shall suspend such license until payment is received.

**13.0-Other Terms:**

Volare reserves the right to use all Works for its own marketing purposes. Unless an exclusive license is purchased by the Customer, Volare also has the ability to license all Works to other parties at any time.

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