



Our Photographic Terms and Conditions (T&C)

This basically is all just legalese, but we put it on our website to make it official. As with all aspects of our business, **flexibility is the name of the game**. We have never had a problem with any of this. Here are our current terms and conditions mentioned on your invoice. If you have any questions about this, contact us, and I'm sure we can accommodate you.

- 1) **DEFINITION:** This agreement is between Mountain View Drone Photography, LLC also known as the "Photographer" (author of the photographs or video) and/ or an authorized "Representative" named on the face of this letter and the "Client" who is the commissioning party, and/or their duly appointed "Agent", for the purpose of this agreement.
- 2) **QUOTED FEES AND EXPENSES:** The fees and expenses quoted are for the original layout and job description only and for the uses agreed upon by the parties. Any changes are subject to a separate agreement. The Client and its Agent are jointly and severally responsible for payment of the fees and expenses. Any changes to the scope of work made during the shoot may be agreed to verbally. That will constitute an agreement in change of either fees or expenses, and will be reflected in the final invoice.
- 3) **CANCELLATIONS AND POSTPONEMENTS:** The Client is responsible for payment of all expenses incurred up to the time of cancellation or postponement, plus fifty percent (50%) of the Photographer's fee. If cancellation or postponement is given less than two (2) business days before the shoot date, the Client will be charged one hundred percent (100%) of the Photographer's fee. **Weather postponements:** If postponement is required due to the weather conditions on the location a good faith attempt to reschedule the shoot will be made at the time of postponement. If the Client fails, within twenty-four (24) hours, to agree to and reschedule the shoot, the Client will be charged one hundred percent (100%) of the Photographer's fee, fifty percent (50%) if postponement occurs prior to departure to the location.
- 4) **REPRESENTATION:** The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the assignment. If the Client's representative is not present, the Photographer's interpretation shall be deemed acceptable.
- 5) **OVERTIME:** In the event that a shoot extends beyond twelve consecutive hours, the Photographer may charge for such excess time of assistants and freelance staff at the rate of one-and-one-half their hourly rate.
- 6) **RESHOOTS:** (a) The Photographer will charge one hundred percent (100%) fee and expenses for any re-shoot required by the Client. (b) For any re-shoot required by an act of God or the fault of a third party, the Photographer will charge no additional fee and the Client shall pay all expenses. (c) If the Photographer charges for special contingency insurance, and is paid in full for the shoot, the Client shall not be charged for any expenses covered by the insurance. A List of Exclusions form for such insurance will be provided upon request.

- 7) **INDEMNITY:** The Client shall indemnify the Photographer and Representative against any claims and damages, including reasonable counsel fees, arising from the Client's use of the photographs or video and the Photographer's or Representative's use of material or instructions of the Client.
- 8) **GRANT OF RIGHTS AND COPYRIGHT NOTICE:** Grant of any reproduction rights is conditioned upon receipt of payment in full and use of proper copyright notice. All rights not expressly granted remain the exclusive property of the Photographer. Unless otherwise stated on the face of this invoice, the duration of the grant of rights is one year from invoice date and limited to use in the United States of America.
- 9) **RETURN OF PHOTOGRAPHS:** For digital images, Client must delete all files and associated imagery after terms have expired.
- 10) **BILLING:** Invoices are payable upon receipt. A re-billing fee of \$50.00 is applied to any balances unpaid after thirty (30) days, and for each additional thirty (30) day period in which an unpaid invoice is re-billed.
- 11) **MISCELLANEOUS:** The Client may not assign or transfer the rights licensed herein. Any modifications of these terms must be in writing and signed by each party. This agreement is made under and shall be governed by the laws of the state in which the Photographer's principle place of business is located.
- 12) **PROPERTY RELEASE:** Payment of an invoice will further constitute a property release if the owners of the property are named on the invoice.
- 13) **DISCLAIMER:** Mountain View Drone Photography, LLC is not liable for Acts of God, civil unrest, or illegal activity by others. This would include, but not limited to, fire, flood, weather occurrences, riot, or civil disobedience that bring about circumstances that are outside the scope of safe operation of all flights/shoots scheduled and equipment to be used. Furthermore, Photographer cannot be held liable for the inability to execute the aforementioned services due to last minute changes in venue, site, circumstance, or local approval. Photographers liability in case of equipment failure or unanticipated occurrences that prevent the completion of this proposal is limited to a good faith attempt to reschedule the project, or failing that, a refund of monies previously paid by Client. Photographer is released from any liability for damages or injuries caused by non-compliance of Client, or others, to adhere to safety guidelines issues by the Photographer.
- 14) **CHANGES IN TERMS AND CONDITIONS:** Any changes to the above Terms and Conditions (T&C) must be made in writing and signed by both parties, BEFORE the invoice will be issued.
- 15) **ETC:** If you made it down this far, congratulations and thank you! If you have any questions or need to discuss the individual needs of your project please contact us. We are happy to answer any questions and work with you to accommodate the specific needs of your project.