



## Photo, Video & Drone Media Contract/Waiver

**Client Information:**

<b>Name:</b>	
<b>Property Address:</b>	
<b>Phone:</b>	<b>E-Mail:</b>
<b>Relation to Property (realtor, property owner, etc):</b>	
<b>Today's Date:</b>	<b>Service Date/Time:</b>

**Package/Pricing (please check only one box unless requesting multiple services):**

In-Park Mobile	Residential	Commercial
Walkthru/Pics - \$150	Walkthru/Pics - \$200	Walkthru/Pics - \$250
Full Service - \$250	Full Service - \$350	Full Service - \$450
Elevated Only - \$200	Elevated Only - \$250	Elevated Only - \$300
	Over 2500 sqft + \$50	Over 7500 sqft + \$50

**If Custom Project**, please contact me directly to discuss project in depth before signing Contract.

Subject to the Terms and this Agreement, the Copyright License granted to Client by SOEM shall be in effect for/until 10 days after end or termination of the Property Listing Agreement, and all such licenses or sublicenses that may have been granted by Client are terminated unless expressly renewed or extended in writing.

**Agreement For Services: PLEASE READ ENTIRE FORM**

Southern Oregon Elevated Media, LLC (hereinafter "SOEM") provides photography, videography and data collection services ("sUAS Services") using smartphones, gimbals & unmanned aerial vehicles ("UAVs"), also known as 'drones', to real estate professionals, real estate developers, property owners, and property management companies, among others. SOEM will provide sUAS Services, photo & video services and license its copyright protected photographs, video and/or data to Client under the terms set forth in this Agreement. SOEM provides sUAS Services and operates under FAA Part 107 Regulations, waivers and permissions issued by the FAA and/or Section 333 Exemptions, as required. SOEM is insured for liability and property damage coverage for its sUAS Services.

Client wishes to hire SOEM to provide sUAS & photo/video Services and license certain photographs, video and/or data from SOEM as provided herein. 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:

**Service Date/Fees:** Client understands that there are variables, some outside SOEM's control, which affect SOEM'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. Client will pay SOEM the above stated fee for the sUAS Services which includes: travel time, operating the UAV, taking photographs, video and capturing data, editing and post production activities, if any. Client agrees to pay the service fee by the service date listed above under Client Information or Services will not be completed. Client will provide right-of-entry on the project site for SOEM, its agents, representatives, employees and subcontractors, necessary to perform the photo, video & sUAS Services.



SOEM will obtain all other required permissions in order to provide the Services. In the event, SOEM, for any reason unrelated to Client's obligations, is unable to secure necessary Permissions to perform the Services, Client shall be entitled to a full refund for any amounts paid for sUAS, photo & video Services that were not completed.

**Media Delivery:** SOEM will license the full contents of the Media shoot to the Client as part of its photo, video & sUAS Services. Any post production editing that is beyond the standard touch ups, adding of transitions, text and music may incur more fees. Images produced will be in JPG format and videos will be in MP4 format. All images and videos will be delivered in digital format to Client via Drop Box or other suitable online program unless other arrangements have been made.

**Intellectual Property.** SOEM 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 all right to exploit the Copyright Protected Works before, after or during the term of any License to Client and for any purpose and regardless of the exclusivity of Client'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 SOEM through, or related to, the use of Smartphones, Gimbals & Unmanned Aerial Systems as part of the Media Services and/or Deliverables.

**Expressly Prohibited Uses By Client:** Use that violates the rights of third parties or violates any applicable local, national, state, provincial, and/or international laws, treaties, and regulations; For any uses NOT related to the sale of the Property or current listing agreement; Use all or any portion of the Copyright Protected Works that could be considered offensive, threatening, pornographic, defamatory or unlawful.

**Enforcement of Intellectual Property Rights:** SOEM reserves the exclusive right, but not the obligation, to enforce all copyrights against infringers. If Client is found to be in violation of any of the terms or conditions of this Agreement by a court of competent jurisdiction in Jackson County, Oregon, Client will be required to reimburse SOEM for any legal/attorney fees incurred during the enforcement of this Agreement.

**Obligations Upon Expiration of Term, Termination and/or Cancellation:** Upon expiration of term, termination and/or cancellation of the term or license rights, Client must cease use, and remove the Copyright Protected Works from the Internet and any personal/business device (i.e. computer, tablet, smartphone, etc.) related to the sale of the Property, to the extent that Client has the access or ability to direct that such works be removed.

**FAA Compliance & Insurance:** SOEM 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. SOEM will provide Client with certificates of insurance upon request. SOEM agrees to hold Client harmless from any loss, damage, injury or liability arising directly from negligent acts by SOEM, its employees, agents, and/or representatives that are within the limits and coverage of said insurance and paid from the policy.

**Governing Law, Venue & Personal Jurisdiction.** SOEM and Client consent to the jurisdiction of the State and/or Federal Courts located in Jackson County, Oregon for the resolution of any and all disputes between the parties arising out of this Photo, Video & Drone Services Agreement and agree that venue will be proper and convenient in Jackson County, Oregon and that neither party shall challenge venue in Jackson County, Oregon. The validity and construction of the Photo, Video & sUAs Services Contract & Waiver, and the rights and duties of the parties thereunder, will be governed in accordance with the laws of the State of Oregon.

**Survival.** In the event that any of the provisions of the Agreement, including the Terms, is found to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Southern Oregon Elevated Media, LLC  
Ashley Weakley, Owner  
FAA Drone Registration Number: FA3EA3EPAM  
Remote Pilot Certificate #4663887

By signing below, I hereby acknowledge and accept the all terms of this Agreement and verify that I have the legal right and authority to access the above mentioned Property. I further agree that the information contained in this form is true, accurate and complete to the best of my knowledge. Any deviation from the agreed upon terms in this Agreement must be agreed upon in writing in an Addendum and attached to this Contract/Waiver.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_