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**AeroNet LLC**

10041 Army Circle, Port Charlotte, FL 33981

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**COMMERCIAL AERIAL SERVICES AGREEMENT**

**Aerial Photography, Videography & Inspection Services**

This Commercial Aerial Services Agreement (hereinafter "Agreement") is entered into as of \_\_\_\_\_, by and between **AeroNet LLC**, a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business at 10041 Army Circle, Port Charlotte, FL 33981 (hereinafter "Service Provider"), and

\_\_\_\_\_  
with its principal place of business at

\_\_\_\_\_  
(hereinafter "Client"). Service Provider and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Service Provider is a licensed and FAA-compliant commercial Unmanned Aircraft System (UAS) operator engaged in the business of providing aerial photography, videography, inspection, mapping, and related services; and

**Initials: Client** \_\_\_\_\_ **| AeroNet LLC** \_\_\_\_\_

**WHEREAS**, Client desires to engage Service Provider to perform certain aerial services as described herein, and Service Provider desires to perform such services for Client, subject to the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Parties intend this Agreement to govern all rights, obligations, and responsibilities with respect to the aerial services to be performed and the deliverables to be provided hereunder;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **SECTION 1. SCOPE OF WORK**

**1.1 Services.** Service Provider shall provide aerial photography, videography, inspection, mapping, photogrammetry, and other Unmanned Aircraft System (UAS)

**1.2** services as further described in any attached addendum, which is incorporated herein by reference.

**1.2 Project Description.**

**1.3 Project Location.**

**1.4 Scheduled Date(s) of Service.**

Initials: Client \_\_\_\_\_ | AeroNet LLC \_\_\_\_\_

**1.5 Deliverables.** Deliverables shall include, as applicable to the agreed scope: edited aerial photographs (JPEG/RAW), aerial video (MP4/ProRes), mapping data, orthomosaic images, point cloud data, 3D models, and any additional mutually agreed media, all as specified in the attached project addendum.

**1.6 Changes to Scope.** Any modification to the agreed scope of Services must be mutually agreed upon in writing and signed by authorized representatives of both Parties prior to implementation. Additional charges may apply for scope changes, and no change shall be effective absent such written agreement.

## **SECTION 2. FAA PART 107 COMPLIANCE**

**2.1 Regulatory Compliance.** Service Provider shall maintain full compliance with FAA Part 107 regulations and all applicable federal, state, and local laws governing UAS operations. All required operational authorizations, waivers, and certifications shall be maintained in current status throughout the term of this Agreement.

**2.2 Remote Pilot Certification.** All Remote Pilot in Command (RPIC) personnel assigned to perform Services under this Agreement shall hold valid FAA Remote Pilot Certificates issued pursuant to 14 C.F.R. Part 107. Copies of applicable certificates are available to Client upon written request.

**2.3 Airspace Authorization and LAANC Compliance.** Service Provider shall obtain all required airspace authorizations prior to any flight operation, including Low Altitude Authorization and Notification Capability (LAANC) approvals where required. Documentation of all authorizations obtained shall be maintained on file by Service Provider.

**2.4 Client Property Access Obligations.** Client is solely responsible for securing all necessary property permissions, landowner consents, easements, and rights-of-way required for Service Provider's operations. Evidence of such permissions shall be provided to Service Provider upon request, and in no event later than in advance of the scheduled service date.

**Initials: Client** \_\_\_\_\_ **| AeroNet LLC** \_\_\_\_\_

**2.5 No-Fly Zones and Operational Restrictions.** Service Provider shall observe all Temporary Flight Restrictions (TFRs), no-fly zones, geofencing requirements, and airspace limitations at all times. Service Provider will endeavor to obtain required authorizations but shall have no obligation to operate in any location or at any time where such authorization cannot lawfully be obtained.

**2.6 Weather and Safety Limitations.** Service Provider reserves the right, in the sole and reasonable discretion of the RPIC, to postpone, suspend, or cancel operations due to unsafe weather or environmental conditions, including but not limited to winds exceeding manufacturer-specified operational limits, precipitation, lightning, fog, reduced visibility, or any other condition deemed by the RPIC to present an unacceptable risk to personnel, property, or the public.

**2.7 Emergency Procedures.** Service Provider maintains documented emergency procedures for all UAS operations. The RPIC holds sole authority to take all actions deemed necessary to protect public safety during operations. Client shall be notified of any emergency incident as promptly as practicable under the circumstances.

### **SECTION 3. CLIENT RESPONSIBILITIES**

**3.1 Property Permissions and Access.** Client shall, at its sole expense, obtain all necessary property permissions, permits, easements, and rights-of-access required for Service Provider to perform the Services. Client represents and warrants that it has the legal authority to grant such permissions prior to the scheduled service date.

**3.2 Hazard Disclosure.** Client shall disclose all known hazards present at or near the project location in writing prior to the scheduled service date, including but not limited to: power lines, guy wires, towers, antennas, underground utilities, wildlife, ongoing construction activities, and heavy equipment operations.

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**3.3 Area Clearance.** Client shall maintain the flight area clear of all unauthorized persons and shall establish and maintain a safety perimeter as directed by the RPIC. Failure to maintain required clearance may require suspension or immediate termination of operations without refund of any amounts paid.

**3.4 Review and Approval of Deliverables.** Client shall provide written approval or specific, actionable revision requests within 10 business days of receipt of Deliverables. Failure to respond within such period shall constitute deemed acceptance of all Deliverables as delivered. Any revisions beyond the agreed scope may incur additional fees.

**3.5 Accurate Project Specifications.** Client is responsible for providing accurate, complete, and timely project specifications. Service Provider shall not be liable for any deficiencies in Deliverables arising from inaccurate, incomplete, or untimely information provided by Client.

**3.6 FAA Compliance Cooperation.** Client agrees to fully cooperate with all FAA Part 107 compliance requirements applicable to the Services, including providing requested documentation and executing required forms. Client shall not, under any circumstances, encourage, request, or direct Service Provider to violate any applicable law, regulation, or FAA directive.

## **SECTION 4. DELIVERABLES AND LICENSING**

**4.1 Deliverable Format.** Unless otherwise agreed in writing, Deliverables shall be provided in industry-standard formats as applicable: JPEG and/or RAW (DNG) for still images; MP4 (H.264/H.265) and/or Apple ProRes for video; GeoTIFF, LAS, OBJ, or other mutually agreed industry-standard formats for mapping and survey data.

**4.2 Delivery Timeline.**

**Initials: Client** \_\_\_\_\_ **| AeroNet LLC** \_\_\_\_\_

**4.3 Intellectual Property Ownership.** Service Provider retains full copyright and all intellectual property rights in and to all Deliverables produced under this Agreement unless otherwise expressly agreed in a separate written instrument signed by both Parties.

**4.4 License Grant to Client.** Subject to full and timely receipt of all payments due under this Agreement, Service Provider grants Client a non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely for the following specified use:

**4.5 Prohibition on Resale and Sublicensing.** Client may not sell, resell, assign, sublicense, distribute, or transfer Deliverables to any third party without the prior express written consent of Service Provider. Unauthorized use, distribution, or sublicensing of Deliverables shall constitute a material breach of this Agreement.

**4.6 Portfolio Use.** Service Provider reserves the right to use Deliverables for its own portfolio, marketing, website, and promotional purposes. Any request for confidentiality must be submitted by Client in writing prior to execution of this Agreement.

## **SECTION 5. PAYMENT TERMS**

**5.1 Total Project Fee.** The total fee for the Services described herein is:

**5.2 Deposit.** A non-refundable deposit of **50%** of the Project Fee is due upon execution of this Agreement. Service Provider shall not schedule or reserve any service date until the deposit has been received and cleared.

**5.3 Balance Due.** The remaining balance of the Project Fee is due upon delivery of the final Deliverables. Service Provider reserves the right to withhold delivery of Deliverables until the balance has been paid in full.

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**5.4 Accepted Payment Methods.** Payments are accepted by check, ACH/bank transfer, or credit card, made payable to AeroNet LLC.

**5.5 Late Payment Penalty.** Overdue amounts shall accrue interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less. Client shall be responsible for all costs of collection, including reasonable attorneys' fees.

**5.6 Rush Fee Policy.** Expedited delivery on a timeline shorter than the standard timeline set forth in Section 4.2 shall be subject to a mutually agreed rush fee, confirmed in writing prior to performance. Service Provider has no obligation to accommodate rush delivery requests.

**5.7 Cancellation Policy.** The following cancellation terms apply:

- The deposit is **non-refundable** under all circumstances.
- Cancellation by Service Provider due solely to Service Provider's own fault or negligence: Client shall receive a full refund of all amounts paid, which shall constitute Client's sole and exclusive remedy.

## **SECTION 6. LIABILITY AND INDEMNIFICATION**

**6.1 Insurance.** Service Provider maintains commercial general liability insurance with coverage of not less than **\$1,000,000** per occurrence. A certificate of insurance shall be made available to Client upon written request.

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## **6.2 Limitation of Service Provider's Liability.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT.**

**6.3 Client Indemnification of Service Provider.** Client shall indemnify, defend, and hold harmless Service Provider and its members, managers, officers, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's misuse or unauthorized use of Deliverables; (b) Client's failure to obtain required permissions, consents, or releases; (c) Client's breach of any provision of this Agreement; or (d) the negligence or willful misconduct of Client or Client's personnel.

**6.4 Service Provider Indemnification of Client.** Service Provider shall indemnify and hold Client harmless from claims, damages, and losses directly and proximately caused by Service Provider's own gross negligence or willful misconduct in the performance of the Services.

## **6.5 Waiver of Consequential Damages.**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR LOSS OF GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**6.6 Equipment Failure Limitation.** Service Provider shall not be liable for damages arising from mechanical failure, malfunction, or technical defect of UAS equipment, provided that Service Provider exercised reasonable care in the maintenance and pre-flight inspection of all equipment. In such event, Service Provider shall make commercially reasonable efforts to reschedule the Services at no additional charge to Client.

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## **SECTION 7. FORCE MAJEURE**

**7.1 General.** Neither Party shall be held in breach of this Agreement or otherwise liable for any delay or failure in performance resulting from causes beyond that Party's reasonable control, including but not limited to: acts of God, severe weather events (including hurricanes, tornadoes, and tropical storms), natural disasters, fire, flood, earthquake, epidemic, pandemic, war, terrorism, civil unrest, labor strikes, government-imposed airspace restrictions, TFRs, FAA ground stops, power outages, or other governmental or regulatory actions enacted after the date of this Agreement (each, a "Force Majeure Event").

**7.2 Notification.** The affected Party shall provide written notice to the other Party within **48** hours of the occurrence of a Force Majeure Event, describing the nature of the event, its anticipated duration, and the obligations affected.

**7.3 Rescheduling.** The Parties shall cooperate in good faith to identify a mutually acceptable alternative service date. No breach, cancellation fees, or penalties shall apply to either Party as a result of a delay or cancellation caused by a Force Majeure Event.

**7.4 Termination for Prolonged Delay.** If a Force Majeure Event prevents performance of the Services for more than **30** continuous calendar days, either Party may terminate this Agreement upon written notice to the other Party. In such event, Client shall be entitled to a refund of amounts paid in excess of the value of Services already rendered prior to the Force Majeure Event.

## **SECTION 8. PROPERTY AND MODEL RELEASE**

**8.1 Model Releases — Client's Responsibility.** Client is solely responsible for obtaining all model releases, written consents, and privacy waivers from any identifiable individuals who may appear in the Deliverables, prior to the commencement of flight operations. Copies of all such releases shall be maintained by Client and provided to Service Provider upon request.

**Initials: Client** \_\_\_\_\_ **| AeroNet LLC** \_\_\_\_\_

**8.2 Private Property Permissions.** Client warrants that all required permissions from applicable property owners have been obtained prior to the scheduled service date, and that all such permissions are legally valid, binding, and in full force and effect as of the date the Services are performed.

**8.3 Service Provider Not Liable for Privacy Claims.** Service Provider shall not be liable for any privacy violations, right of publicity violations, or claims arising from unauthorized use of likeness resulting from Client's failure to obtain the required releases or permissions. Client shall indemnify Service Provider from any such claims pursuant to Section 6.3 of this Agreement.

**8.4 Flight Permission Over Client's Property.** By executing this Agreement, Client hereby grants Service Provider express permission to fly UAS over and to photograph or record the project property for the sole purpose of performing the Services described herein, limited to the locations identified in Section 1.3 and the dates identified in Section 1.4.

**8.5 Commercial Advertising Use.** Any use of Deliverables featuring identifiable individuals or private property in commercial advertising beyond the license scope set forth in Section 4.4 requires the prior express written consent of Service Provider and, where applicable, of all identifiable individuals and/or property owners. Client assumes full legal responsibility for any such use.

## **SECTION 9. MISCELLANEOUS PROVISIONS**

**9.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Charlotte County, Florida for the resolution of any disputes arising under this Agreement.

**Initials: Client** \_\_\_\_\_ **| AeroNet LLC** \_\_\_\_\_

**9.2 Dispute Resolution.** In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve such dispute through good-faith negotiation for a period of thirty (30) calendar days following written notice of the dispute. If the dispute remains unresolved after such period, the Parties agree to submit to non-binding mediation in Charlotte County, Florida, before a mutually agreed mediator, with costs shared equally between the Parties.

**9.3 Entire Agreement.** This Agreement, together with any attached exhibits, addenda, or project-specific schedules incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and communications, whether written or oral.

**9.4 Amendments.** No modification, amendment, or waiver of any provision of this Agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both Parties. No oral modification or course of conduct shall be deemed to modify this Agreement.

**9.5 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and all remaining provisions shall continue in full force and effect.

**9.6 Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Electronic signatures, including those in PDF format, DocuSign, or other recognized electronic signature platforms, shall be deemed legally valid and binding pursuant to the Florida Electronic Signature Act, Fla. Stat. §668.001 et seq., and the federal Electronic Signatures in Global and National Commerce Act (ESIGN Act).

**Initials:** Client \_\_\_\_\_ | AeroNet LLC \_\_\_\_\_

**9.7 Waiver.** No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof. Any waiver of a right or remedy must be in writing and signed by the waiving Party to be effective.

**9.8 Notices.** All notices required or permitted under this Agreement shall be in writing and deemed given when: (a) delivered personally; (b) sent by certified mail, return receipt requested, postage prepaid; or (c) sent by email with confirmed receipt by the receiving Party.

**9.9 Independent Contractor.** AeroNet, LLC is an independent contractor and not an employee, agent, partner, or joint venture of Client. AeroNet, LLC retains sole discretion over the manner and means of performing the Services, subject to the terms of this Agreement.

**9.10 Headings.** Section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning, interpretation, or construction of this Agreement.

Initials: Client \_\_\_\_\_ | AeroNet LLC \_\_\_\_\_

## **SECTION 10. SIGNATURES — IN WITNESS WHEREOF**

By signing below, each Party acknowledges that it has read, understands, and agrees to be bound by all terms and conditions of this Agreement. Electronic signatures are accepted and legally binding pursuant to Fla. Stat. §668.001 et seq. and the federal ESIGN Act.

|                                                                                                                                                                 |                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLIENT:</b><br><b>ADDRESS:</b><br><b>PHONE:</b><br><b>EMAIL:</b><br><b>SIGNATURE:</b><br><b>PRINTED NAME:</b><br><b>TITLE / ROLE:</b><br><b>DATE SIGNED:</b> |                                                                                                                                     |
| <b>COMPANY:</b><br><b>ADDRESS:</b><br><b>PHONE:</b><br><b>EMAIL:</b><br><b>SIGNATURE:</b><br><b>PRINTED NAME:</b><br><b>TITLE:</b><br><b>DATE SIGNED:</b>       | <b>AeroNet LLC</b><br><b>10041 Army Circle ~ Port Charlotte, FL 33981</b><br><b>336-653-5758</b><br><b>Contact@AeroNetDrone.com</b> |

*Both Parties acknowledge receipt of a fully executed copy of this Agreement.*

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