



Thank you for making the time to download this “Sample Drone Service Business Agreement.” We are pleased to provide a free Aerial & Ground Photography and Video Service Agreement as a sample for drone pilots to use as a reference in developing their own proprietary contracts. This sample can serve as a useful guide to structure agreements with clients for aerial and ground photography and videography services.

It is important to note that while this document provides a solid foundation, each drone pilot should customize the agreement to suit their specific business needs. Should you require further legal assistance or wish to ensure your contract fully complies with local regulations and laws, we highly recommend consulting a practicing legal professional.

Please note: This document is for reference purposes only and does not constitute legal advice in any way. For legal matters and contract specifics, we strongly encourage you to seek guidance from a qualified legal professional.

Fly cognitively!

Tony & the Flight Crew

Aerial Northwest

<https://AerialNorthwest.com>

YouTube: @DroneBuzz

AERIAL & GROUND PHOTOGRAPHY AND VIDEO SERVICE AGREEMENT

[YOUR NAME & COMPANY]
[YOUR ADDRESS]
[YOUR CITY, STATE, ZIP]

INTRODUCTION: [YOU AND YOUR COMPANY NAME] holds an FAA Certified Unmanned Aircraft Pilot Rating for commercial drone aerial flight and has the skills and certifications to provide aerial photography and videography services for [YOU CLIENT'S NAME] (hereafter referred to in the document as "the Client") wishes to retain the services of [YOUR COMPANY NAME] to provide such aerial imaging services.

In mutual consideration of the promise set forth in this agreement, it is agreed as follows:

PURPOSE: [STATE YOUR PURPOSE] (EXAMPLE: The purpose of this agreement is to provide professional aerial photography and videography and ground photography services to [YOUR CLIENT'S NAME] for real estate marketing objectives.)

PROPERTY ADDRESS: [FLIGHT LOCATION ADDRESS]

PROPERTY CONTACT NAME: [PROPERTY CONTACT NAME]

ASSIGNED DATE: [PROJECT MISSION DATE]

SCOPE OF SERVICES: [SCOPE OF SERVICES] (EXAMPLE: Capture interior photographs, exterior aerial photographs of designated home, property, and adjacent surrounding area for real estate marketing purposes.

- (8) Exterior Aerial Photographs of Dwelling, Property, and Adjacent Areas
- (12) Interior Photographs (END OF EXAMPLE)

PROPERTY RELEASE: Property Owner/Manager/Representative [YOUR CLIENT'S NAME] grants to [YOUR COMPANY NAME] and its representatives and employees the right to take photographs and capture video footage of (persons or) property, at the above property location address, in connection with the above defined "Scope of Services" on the Assigned Aerial Flight Date.

JOB COST AND SERVICE INCLUSIONS:

- **JOB COST TOTAL:** [JOST COST AMOUNT]

DEFINITION: This agreement is between “[YOUR COMPANY NAME]” (author of the photographs and video content) or authorized “Representative” named on the face of this letter and the “Client,” [YOUR CLIENT’S NAME] who are the commissioning party which [YOUR COMPANY NAME] represents for the purpose of this agreement.

CLIENT 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 representative is not present, the Photographer’s interpretation shall be deemed acceptable.

RESHOOTS: (a) The Photographer will charge 100% fee and expenses for any reshoot required by the Client. (b) For any reshoot required because of an act of God or the fault of a third party, Photographer will charge no additional fee and 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 Insurance. A list of exclusions from such insurance will be provided on request.

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 and the Photographer’s or Representative’s use of material or instructions of the Client.

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, duration of the grant of rights is one year from invoice date and limited to use in the United States of America.

EXCLUSIVE LICENSE CLAUSE: Aerial Northwest hereby grants to the property owner/client an exclusive, perpetual, irrevocable, freely transferable and sub-licensable, royalty-free right and license to use, reproduce, perform, display, transmit, disseminate, and distribute the Work, including the right and license to translate, alter, modify, edit, and compile the Work, in all formats and media, whether now known and existing or hereafter discovered or developed, throughout the universe, for all or any purposes whatsoever.

The property owner/client hereby grants Aerial Northwest a limited license to use the visual media captured in both its online and print portfolio for promotional purposes.

TERMS OF PAYMENT: All services performed for this project will be invoiced as the work is completed. The Job Cost provided in this contract is a flat fee for the services listed and [YOUR COMPANY NAME] will not exceed these costs. In the event the Scope of Services is changed by the Client and additional work is ordered; all additional work will be invoiced at an hourly rate of [HOURLY RATE AMOUNT] and billed separately. A re-billing fee of [RE-BILLING FEE AMOUNT] is applied on any balances unpaid after 30 days, and for each additional 15 days a \$25 fee will apply.

LIMITATION OF DAMAGES: In the event of the breach of this Agreement by either party, its agents or employees, or any claim of damages by one party against the other, based on any legal or equitable claim, the parties agree that the amount of damages that may be recovered by any party shall be limited to a sum no greater than the total amount of the payments to be made pursuant to this Agreement.

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 by the State of [WHERE YOU DO BUSINESS].

PROPERTY RELEASE: Payment of invoice will further constitute a property release if the owners of the property are named on the invoice.

CHANGES IN TERMS AND CONDITIONS: Any changes to the above Aerial Photography and Videography Service Agreement must be made in writing and signed by both parties, BEFORE the invoice will be issued.

I have read, understand, and agree with the above Aerial Photography and Videography Service Agreement:

CLIENT SIGNATURE:

DATE OF SIGNING:

PRINTED NAME: [CLIENT'S FULL NAME]
CONTACT PHONE: [CLIENT'S PHONE NUMBER]
CONTACT EMAIL: [CLIENT'S EMAIL ADDRESS]

[YOUR COMPANY NAME] ACCEPTANCE

DATE OF SIGNING:

PRINTED NAME: [YOUR COMPANY NAME]
CONTACT PHONE: [YOUR COMPANY PHONE NUMBER]
CONTACT EMAIL: [YOUR COMPANY EMAIL ADDRESS]

END OF SAMPLE

SAMPLE