

## **UAS/Drone Services Agreement**

This UAS/Drone services agreement ("agreement") is made effective as of \_\_\_\_\_  
20\_\_\_\_ (the "effective" date) by and between Star Drone ("operator") and \_\_\_\_\_  
("purchaser") a corporation or proprietorship having its principal place of business at  
\_\_\_\_\_. Operator and purchaser may be referred to  
herein each as a "party" or collectively as "parties".

Whereas, Purchaser desires the collection and use of UAS collected survey data to be obtained at a time and place of its choosing.

Whereas, Operator desires to contract with purchaser to provide said UAS services, including the aircraft, personnel, and other equipment necessary to safely provide those services subject to and in accordance with such terms and conditions set forth herein.

Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

### **1. Definitions**

"Unmanned Aerial system" or "UAS" includes all elements required for flight, including but not limited to ground control stations, data links, dashboards, applications, survey equipment and the unmanned aerial vehicle ("UAV" or "drone") of the subject unmanned system. UAS, UAV, and drone are used interchangeably in this agreement unless otherwise specifically identified for clarity.

"Data" includes all UAS collected survey data, whether raw or processed, and can include, but is not limited to, photo production, 3D modeling and feature extraction, and can be used for a range of urban planning, commercial, utilities, environmental, agricultural and governance requirements.

### **2. Nature and term of agreement**

A. **Work**. Purchaser wishes to hire operator to provide data gathering services employing an unmanned aircraft system ("services") in an autonomous manner of the operators choosing. This agreement assumes, unless specifically covered in the order (as defined below) operator will provide as applicable at a time and place designated by purchaser: (I) an unmanned aircraft; (ii) flight crew; (iii) appropriate sensor or camera capable of collecting the requested data from the inspection ( the purchaser agrees that the drone equipped camera of the operators equipment is satisfactory to the purchaser for this

requirement); (iv) all equipment of other personnel such as visual observers necessary to safely provide the services in accordance with all applicable laws; (v) all raw data obtained from the inspection including but not limited to images and other electronic data (It is the operators discretion to use either [www.stardrone.com](http://www.stardrone.com) for accessibility for a period of 90 days post flight date or to provide a thumb drive with raw data files loaded onto it or both as agreed to below. If purchaser requests post production work it is left to the sole discretion of the operator as to how to perform the processing and its quality and content. Purchaser releases all liability, and holds blameless operator, in the event of purchaser requesting post production processing of the raw data by operator via applications such like but not limited to photoshop, pix4d, lightworks etc. And the purchaser does not like the finished product.).

B. **Order**. The parties contemplate that purchaser will issue a purchase, or service or work order authorizing particular work (each an "order"). The order will set forth the details of the structure or area that is to be inspected and its location address along with any special instructions and will indicate the information that purchaser wishes to obtain (Example: 1234 nowhere street, a house. I want, in a square pattern, around the house, 4 corner shots and 1 top center shot please. I would also like a fly through video of the neighborhood to the door of the house.) . Each order and the work performed thereunder shall be governed by the terms and conditions of this agreement and all such orders shall be for informational purposes only, to describe the particular work, and shall not modify or change any provision of this agreement.

C. **Order review**. Purchaser is not in the business of providing aviation services. As a result, purchaser is relying upon the specialized knowledge and expertise of the operator. The operator shall review each work order and determine if the missions can be flown safely and in accordance with laws. If the missions cannot be flown as determined by the sole discretion of the operator, then it shall not be flown.

### **3. Invoices and payment**

A. **Payment**. The price for the services is set forth in schedule A. At the end of each mission the operator will provide an invoice to the purchaser listing each work order completed, along with pertinent descriptive information relating to work performed- eg. Date flown, sites inspected, data raw or processed (as appropriate). Payment will be made immediately via check, or money order, if invoice is delivered in person . All payments shall be in united states dollars (USD) and shall be for the whole amount due.

#### **4. Term and termination**

A. **Term**. This agreement shall commence on the effective date and shall terminate at the expiration of one year, 365 days later, (the "term") unless extended in writing by the parties prior to termination; provided, however, that if any work is in progress pursuant to an order, the term of this agreement shall be extended to allow completion of such work.

B. **Termination**. This agreement may be terminated by either party giving thirty (30) days advance notice in writing, of its intent to terminate to the other party.

C. **Survival**. Despite completion of the services or termination of this agreement, for any reason, all provisions in the agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to confidentiality, insurance, disclaimer of certain remedies, limitations of liability, dispute resolutions, and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

#### **5. Independent Relationship.**

This agreement does not create, and operator and purchaser stipulate and agree that the said agreement shall not be construed to create, any partnership, joint venture, agency relationship, employer/employee relationship or master/servant relationship by or between any of the agents and/or employees of the purchaser and the agents and/or employees of the operator. To the contrary, Purchaser in the course and scope of activities of furnishing orders under this agreement, The operator retains full power and authority to select the means, methods, and manners for performance under this agreement. Neither party shall have any authority or power to bind the other.

#### **6. Operator Representations and warranties.**

A. **Authorization**. Operator has full corporate or company power and authority to enter into and perform this agreement, and has taken all actions necessary to authorize its performance under this agreement.

B. **Airworthiness**. The operator is responsible for airworthiness of its aircraft and warrants, that at a minimum, all aircraft are registered, maintained and operated in accordance with:

- I Federal Aviation Administration regulations
- ii The manufacturer's airworthiness limitations

C. **Crew qualifications**. The operator warrants that all crew, which may include pilot in command, visual observer or other persons necessary for the safe operation of the flight, have the qualifications, experience, license, and certificates required by applicable regulations of the Federal Aviation Administration to perform their duties.

## **7. Purchaser Representations and Warranties.**

A. **Authorization.** Purchaser has full corporate or company power and authority to enter into and perform this agreement, and has taken all actions necessary to authorize its performance under this agreement.

B. **Authority to Film.** Purchaser has full authority to film over any requested (order) area as the land owner or its representative or authorized agent.

## **8. Indemnities: Limitations of Liability.**

A. **Defense and indemnity.** Purchaser shall indemnify, defend, and hold harmless Operator, its affiliates, and its respective directors, officers, employees, operators and agents, from and against any and all claims, demands, complaints or actions ("claims") arising from and relating to the services (including but not limited to claims of personal injury, death, property damage or damage to the environment) of the operator. Purchaser warrants that all bystanders, witnesses, employees, present on the premises identified in each work order have been advised of the subject risks associated with drone operations and that each individual present for the operations considered under this agreement have agreed to indemnify and release the operator from any and all injury that may occur as a result of them being onsite during operators use of UAS services.

B. **Limitation of Liability; Waiver of Consequential Damages.** In no event shall the operator have any liability to the purchaser for any lost profits, loss of use, cost of procurement of substitute equipment or services, or delays, for any indirect, special, incidental, exemplary, consequential or punitive damages or penalties, however caused, and whether in contract, tort, or under any other theory or combined theories of liability.

8. **Insurance.** Operator shall maintain insurance in the amount specified below.

9. **Compliance with applicable laws.** All the provisions of this agreement shall be expressly subject to all the applicable laws, orders, rules, and regulations of the federal aviation administration. If a waiver of airspace is required from air traffic control, the federal aviation administration, or whomever else is designated by a governing body, the Operator shall attempt to obtain it. The purchaser understands and acknowledges that the length of time to obtain clearance (waiver) is subject to the governing bodies discretion and agrees to permit the operator however much time is needed to acquire it.

## **10. Aircraft Operation.**

A. The operator holds a valid operating certificate (Part 107) for the purposes of this agreement. When providing services to the purchaser the operator shall fly in accordance with the federal aviation administration guidelines and requirements.

B. It is understood to be the sole obligation of the operator to report any accidents, incident, or mishaps

to the National transportation safety board and/or the Federal Aviation Administration.

11. **Notices.** All notices between the parties permitted under this agreement shall be made in writing and shall be deemed delivered when delivered in person or deposited in the mail, postage prepaid, to the address indicated on the signature page.

12. **Disputes and Applicable laws.**

A. With regard to disputes between the parties, the responsible business persons representing each party shall negotiate in good faith to attempt to resolve such disputes.

B. Exclusive Jurisdiction for any disputes under this agreement shall be a court of competent jurisdiction sitting in Houston Texas, and the parties consent to the personal jurisdiction for such purposes. This agreement including any schedules shall be governed by, construed, and enforced in accordance with the laws of the state of Texas, exclusive of the choice of law or conflict of laws provisions thereof.

C. In the event operator brings an action in connection with this agreement and operator is the prevailing party, operator shall be entitled to recover its costs and actual attorney's fees.

13. **Miscellaneous.**

A. Neither party may assign its rights or obligations hereunder, whether by operation of law or otherwise without the prior express written consent of the other party.

B. Except As otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this agreement, will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this agreement, nor will any single or partial exercise of any right, remedy, power or privilege, hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

C. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

D. If any term, provision, or covenant of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect and shall in no way be affected, and such invalid or unenforceable term provision or covenant shall be deemed modified to the minimum extent necessary to make it consistent to applicable law.

E. This agreement may be executed in any number of counterparts, each of which will be deemed an original of this agreement, and which together will constitute one and the same instrument.

F. This Agreement including attached schedules, represents the complete and exclusive agreement between the parties regarding the subject matter of this agreement and supersedes all oral and written communications, negotiations, representations, or agreements in relation to that subject matter made or entered into before the effective date.

14. **Force Majeure and routine Considerations.**

A. The purchaser understands and holds blameless and releases any and all liability to the effect of the delay of mission due to Weather, Acts of God, Terrorism, etc. Each of which individually or conjoined shall be deemed applicable at the sole discretion of the Operator for any reason whatsoever in the operators judgment. It is understood by the purchaser that missions will not take place during rain or if the area is considered by the operator to be unreachable due to flooding. It is further understood that any and all night flights require a waiver and that the normal hours of operation are between 30 minutes prior to sunrise and 30 minutes post sunset per the federal aviation administration guidelines.

**Purchaser**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS FOR NOTICES:** \_\_\_\_\_

\_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**Operator**

**BY:** Star Drone

**NAME:** Brendan Philip Lynch

**TITLE:** Owner Operator

**DATE:** \_\_\_\_\_

**ADDRESS FOR NOTICES:** 955 Westcott #57

**Houston, Texas 77007**

**SIGNATURE** \_\_\_\_\_

# **DRONE SERVICES AGREEMENT**

## **SCHEDULE A**

**Amount of work to be performed:** The parties agree that purchaser may issue up to 3 work order addresses per day during the term of this agreement subject to each location being within a 10 mile radius of one another or adjoining cities.

**Timing of performance of services:** Operator agrees it will complete all necessary work within 7 days of the receipt of an order. This includes the delivery of all requested data (raw or processed as stipulated per work order) and information to purchaser via posting it to [www.stardronellc.com](http://www.stardronellc.com) and/or providing a digital copy on a thumbdrive to the purchaser or their agent or place of business written above. The purchaser will confine all work order requests to a maximum of 1 hour of flight time and 3 hours of processing (if applicable) per work address per diem.

**Cost of services:** The parties agree that all work performed pursuant to a work order will be paid based on the following rates:

**\$500 (five hundred dollars) per work order address for residential real estate.**

(example: Purchaser requests a work order for 3 different addresses to be shot under one work order. The Cost of service would be \$1500.

2nd example: Purchaser requests a work order for 1 address to be shot under one work order. The cost of service would be \$500.)

**For farms, commercial buildings and oil and gas pipelines, or any project beyond the standard dimensions of a normal (2000 square foot house in approximation) single family home in size, the charge is a per diem of \$500 to include 1 hour of flight time and up to 3 hours of processing if applicable until the completion of the project at a rate of 2 per diems per day maximum. In essence every 2,000 feet of project =1 per diem=\$500 with a rate of completion, at most, of 4,000 feet per day.**

(example:Purchaser requests a pipeline be filmed. Then every 2,000 feet of the pipeline shall be considered 1 per diem rate and 4,000 feet shall be filmed and processed at MAXIMUM per diem. The bill due per day would be \$1,000 (2 per day from above) until completion of the project.

2nd example: Purchaser wishes for a 6,000 square foot commercial building to be filmed, then this project would require 2 days at a rate of \$1500 for the project. (maximum of 4,000 ft per day and 3 billing per diem's.)

Any and all transportation both to and from the project location, & lodging costs, if the work order is beyond a 50 mile radius of operators listed address, with an additional \$100 per diem to be spent by the operator as the operator sees fit, shall be paid in full by the purchaser prior to departure for work order . The selection of lodging and airfare, and/or car rental and/or any and all transportation means will be

done by the operator. It is understood that There will be no international travel outside the USA.